

# UNOFFICIAL COPY

97561647

RECORD AND RETURN TO:  
COMCOR MORTGAGE CORPORATION

20510 WATERTOWN COURT  
WAUKESHA, WISCONSIN 53186

Prepared by:  
GWEN BRENNER  
PALATINE, IL 60067

DEPT-01 RECORDING \$39.00  
T40012 TRAN 6157 08/01/97 15:19:00  
#8593 + RC \*-97-561647  
COOK COUNTY RECORDER

97NW-0393

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 31, 1997  
MOHAMMED TAHIR  
AND EHOUDARY MOHAMED AMIN, HUSBAND AND WIFE  
RUBINA TAHIR

The mortgagor is

("Borrower"). This Security Instrument is given to  
COMCOR MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF WISCONSIN  
address is 20510 WATERTOWN COURT

WAUKESHA, WISCONSIN 53186 ("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED THIRTY SEVEN THOUSAND SIX HUNDRED AND 00/100

Dollars (U.S. \$ 137,600.00).

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 AUGUST 1, 2027.

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 9 IN MEADOWLAKE SUBDIVISION (A PLANNED UNIT DEVELOPMENT) IN THE  
EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE  
10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

02-12-316-009-0000

Parcel ID #:

which has the address of 1122 EAST MEADOWLAKE DRIVE , PALATINE  
Illinois 60067 [Street, City].

[Zip Code] ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
Initials: AB Amended 8/96  
S.R.I.L. (60067)

BOX 333-CTI

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Borrower shall provide my lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by this lien in a manner acceptable to Lender; (b) consents in good faith to the loan entitling or deferring the enforcement of this lien in, legal proceedings whereby the Lender's option operates to prevent the enforcement of the lien, or (c) secures from the holder of this lien an agreement satisfactory to Lender subordinating this lien to another instrument of the Lender.

If Elton never makes these payments directly, Boxcar will promulgate them to render receipts evidencing the payments.

a. Charge(s), Lien(s), Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may affect Security interest, and lesseehold payments or ground rents, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time due by the date when payment is due under this instrument. Borrower shall make all necessary arrangements to be paid under this instrument to the lessor or owner and lessor.

third, to insure additional factors, to principal due; and last, to any late charges due under the Note.

3. Application of Regulations. Unless applicable law provides otherwise, all payments received by a vendor under paragraph 2

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender under paragraph 21, Lender shall acquire of all the Property, Lender, prior to the acquisition of all the Property, shall apply any Funds held by Lender as the time of acquisition or sale as a credit, against the sums secured by

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 held by Lender in accordance with the terms of this Agreement shall not be subject to garnishment or attachment by third parties.

The Funds shall be held in an account whose deposits are insured by a federal agency, instrumentality, or entity (including Lenders, if Lender is such an entity) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items, Lenders may not charge Borrower for holding and applying the Funds, similarly multiplying the escrow accounts, or covering 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 Lender to be paid, Lender shall not be entitled to pay Borrower any interest or earnings on the Funds without charge, in addition to all other fees and costs of the Funds, showing credits and debits to the Funds and the purpose for which each deposit to the Funds was made. The Funds are pledged as additional security for all sums accrued by this Security Instrument.

“SCHOOL [LEADS TO] DIVERSITY IN ACCORDANCE WITH APPLICABLE LAW.”

1. Payment of principal and interest, repayment and late charges. Borrower shall promptly pay whom due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

**THIS SECURITY INSTRUMENT** combines unique features for national use and non-national coverments with unusual variations by juries to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the certain hereby conveyed and has the right to mortgage  
great 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.

the best known of the early printed books in America.

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 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, gives 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 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

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given in writing or by first class mail unless otherwise provided for in this instrument.

13. **Lawn Charges.** If the loan secured by this Security Instrument is subjected 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 limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan collected the permitted limit; and (b) any sum already collected from borrower which exceeded the permitted limit will be reallocated to the particularized limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge payable to Borrower. If a reduced lender participant, the reduction will be treated as a partial participation without any payment to Borrower. In a reduced lender participant, the reduction will be treated as a partial participation without any payment to Borrower.

12. Successors and Assignees Bound; Joint and Several Liability; Co-owners. The convenants and agreements of this Securitity 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 Securitity Instrument but does not execute the Note: (a) is co-signing this Securitity Instrument only to verify his credit and convey that Borrower's interest in the Property under the terms of this Securitity Instrument; (b) is not permanent; (c) agrees to pay the sum secured by this Securitity Instrument; and (d) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or make any accommodations with regard to the terms of this Securitity Instrument or the Note without that Lender's consent.

11. Bottower Not Releasable; Rotatable By Lander Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by the Security Instrument granted by Lander to any successor in interest of Bottower shall not operate to release the liability of the original Bottower or Bottower's successors in interest. Lander shall not be required to pay any amount due under the Security Instrument if the original Bottower or Bottower's successors in interest do not pay such amount when due.

Required by this Security Instrument, whether or not it is executed.  
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or  
propose the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payment.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemned or to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the given, Lender is authorized to collect and apply the proceeds of its option, either to redemption or repurchase of the Property or to the same.

all along, unless Bonaparte had landed at C. The agrees 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.

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 are any excess funds left 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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the sums secured by the Security Instrument 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 sums secured by the Security Instrument before the taking, divided by (b) the fair market value of the Property immediately before the taking.

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 Project, or for conveyance in lieu of condemnation, are hereby, withheld and

However notice at the time of or prior to an inspection a specific, reasonable cause for the inspection.

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

that Letter of credit requirements provided by an insurer approved by Leader again becomes available and is obtained. Bon owner shall pay the premium amounts required to maintain mortgage insurance as in effect, or to provide a loss reserve, until the requirement for mortgage

as in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserves may no longer be required, at the option of Lender, if mortgagage insurance coverage (in the amount and for the period

obtain coverage subsequently equivalent to the original insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the original insurance previously in effect, from an ultimate mortgage insurer approved by Lender. If subsequent liability equivalent insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly deductible insurance premium being paid by Borrower when the insurance coverage lapses or ceases to

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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.

**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) 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 acceleration 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 attorney's 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, 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.

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

Initiate: H. R.

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DPS 1994

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Form 3014 9/80

My Commission Expires:  
Vera Rudolet  
Notary Public, State of Illinois  
My Commission Expires 8-27-97  
"OFFICIAL SEAL"

Given under my hand and official seal, this  
signed and delivered the said instrument as **THIRTY** free and voluntary act, for the uses and purposes herein set forth,  
subscribed to this foregoing instrument, appeared before me this day in person, and acknowledged that **THIRTY**  
personally known to me to be the same person(s) whose name(s)

MUSLIM TAHIR AND CHANDRA MONIKA MUSLIM, HUSBAND AND WIFE and  
husband Tahir and Chandra Monika Muslim, Tahir and Chandra Monika Muslim

"Notary Public in and for said County and State of Illinois certifying

Counties:

Borrower  
(Seal)

Borrower  
(Seal)

STATE OF ILLINOIS, COOK

CHANDRA MONIKA MUSLIM  
b/s: 166 Laramie St., Apt., Chicago, IL 60614  
Borrower  
(Seal)

MOHAMMED TAHIR  
Kishwaukee Park  
b/s: 166 Laramie St., Apt., Chicago, IL 60614, Chicago, IL  
Borrower  
(Seal)

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

- 2A. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the covenants 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  
 Condominium Rider  
 Family Rider  
 Second Home Rider  
 Balloon Payment Rider  
 Graduated Payment Rider  
 Biweekly Payment Rider  
 Biannual Unit Development Rider  
 Rate Improvement Rider  
 Other(s) [Specify]

2B. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the covenants 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.  
Additional charges to Borrower, Borrower shall pay all recording costs.

- 2C. Waiver of Homeowner. Borrower waives all right of homeowner exemption in the Property.  
(Check applicable box(es))
- 2D. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
to the Borrower, but not limited to, reasonable ultimate fees and costs of title insurance.  
2E. Redesign. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial  
or non-judicial sale of a default or by other decree of the court to receive all consideration and the right to assert in the court the  
same Borrower of the right to rescind after acceleration and recordable title. If the default is not cured by  
secured by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The trustee shall further  
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum  
(e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default in all the respects; and  
applicable law provides otherwise). The notice shall specify: (a) the details; (b) the action required to cure the default;

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## ADJUSTABLE RATE RIDER

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 31ST day of JULY 1997, 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 Adjustable Rate Note (the "Note") to

COMCOR MORTGAGE CORPORATION

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

1122 EAST MEADOWLAKE DRIVE, PALATINE, ILLINOIS 60067

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 15.7500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of AUGUST , 1999 , and on that day every 6 month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FIVE AND ONE HALF percentage point(s) ( 5.5000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER - LIBOR 6 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) -  
Single Family - Fannie Mae Uniform Instrument

Form 3138 6/94

8388 (9408)

VMP MORTGAGE FORMS - (800)521-7251

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(105) -

1800-1801  
(1801)

**MUHAMMAD TAHIR** \_\_\_\_\_  
**SHABEBARY MOHAMMAD AMIN** \_\_\_\_\_  
Borrower \_\_\_\_\_  
**RUBIA TAHIR**

87: *After numerous re-fits,*

Rita Miller

If Leader exercises his option to require immediate payment in full, Leader shall give Borrower notice of instant impact unless Leader releases Borrower in writing.

If Leader exercises his option to require immediate payment in full, Leader shall give Borrower notice of acceleration without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Note. Any adjustment without further notice or demand on Borrower.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to any change in this Note and this Note will continue to be obligations under the Note and this Note and in this Note Security Interest.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

The Note Hold or will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of my change. The notice will include information required by law to be given me and also to the telephone number of a person who will answer my question regarding the

My new interest rate will become effective on each Change Date; I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(E) Effective Date of Changes  
6 months. My interest rate will never be greater than 16.7500 %.

The interest rate I am required to pay at the first Change Date will not be greater than 13.7500 % or less than 9.7500 %. Thereafter, my interest rate will never be increased or decreased on any schedule Change Date by more than ONE percentage point.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to satisfy the unpaid principal that I am expected to owe at the Change Date in full on the Liability Date of my new liability in subsequently equal payments. The result of this calculation will be the new amount of my monthly payment.

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## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 31ST day of JULY 1997, 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 COMCOR MORTGAGE CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1122 EAST MEADOWLAKE DRIVE, PALATINE, ILLINOIS 60067

(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in THE COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD (the "Declaration"). The Property is a part of a planned unit development known as MEADOWLAKE

(Name of Planned Unit Development) (the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 8/90 DPS 4922  
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BOTTOMRIGHT SIGNATURES AND AGREEMENTS TO THE TERMS AND PROVISIONS CONTAINED IN THIS PUD ARE BY SIGNING BELOW.

D. Compensation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Leader. Such proceeds shall be applied by Leader to the sums secured by the Security Instrument as provided in Item 10.

E. Leader's Prior Consent. Borrower shall not, except after notice to Leader and with Leader's prior written consent, either partition or subdividde the Property or consent to:

(1) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemned or eminent domain;

(2) any amendment to any provision of the "Construction Documents"; if the provision is for the expense benefit of Leader;

(3) termination of professional management and assumption of self-management of the Owners Association; or

(4) retention of professional management and assumption of self-management of the Owners Security Instrument. Leader and Borrower shall agree to other terms of payment, these amounts shall be paid to Leader in installments at the rate and shall be payable, with interest, upon notice from Security Instrument. In the event of default of payment, Leader and Borrower shall be liable to Leader to recover the amount so paid to Leader.