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4485/0102 20 D01 1997-12-04 13:57:40
Cook County Recorder 35.50

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage
Corporation
12 Salt Creek Lane Suite 110
Hinsdale, IL 60521

AP# KHALIL, M5762367
LN# 5762367

6 IT-12/20453 done 1/11 [Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 24, 1997. The mortgagor is KHALIL MASHNI and FARIDA MASHNI, Husband and Wife

("Borrower"). This Security Instrument is given to LaSalle Bank, F.S.B., A Corp. of the United States of America, which is organized and existing under the laws of the United States of America, and whose address is 4242 N. Harlem Ave., Norridge, IL 60634 ("Lender"). Borrower owes Lender the principal sum of One Hundred Seventy Thousand Dollars and no/100 Dollars (U.S. \$ 170,000.00). 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 December 1, 2012. 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 61 AND THE EAST 1/2 OF THE VACATED ALLEY LYING WEST AND ADJOINING SAID LOT IN DEVON CRAWFORD SUBDIVISION IN WEST 7/8 OF LOT 9 IN ASSESSOR'S DIVISION IN THAT PART OF THE EAST 1/2 OF SECTION 3 TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF NORtherly LINE OF CALDWELL RESERVE AND NORTH OF INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

13-03-200-010-0000 ,

which has the address of

6346 No. Lowell
(STREET)Chicago
(CITY)Illinois 60646
(ZIP CODE)

("Property Address");

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
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FHLMC UNIFORM INSTRUMENT
SINGLE FAMILY-FNMA
ILLINOIS-SINGLES/CMDTIL/0894/3014

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such as institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, Lender may not charge Borrower for holding and applying the Funds, annuallyanalyzing the Escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require to pay a one-time charge for an independent real estate reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, with which each party accounts for the Funds, showing credits and debits to the Funds and the purpose for which each annual interest payment was made. The Funds are pledged as additional security for all sums secured by this instrument.

2. Funds for Texas and insurance. Subject to applicable law or to a written waiver by Lender, a sum ("Funds") for (a) yearly taxes and assessments which may at any time be levied on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (b) yearly leasehold payments or ground rents on the property as a lien on the property for (c) yearly hazard or property insurance; (d) yearly flood insurance; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount authorized by the federal Real Estate Settlement Act of 1974 as amended from time to time, less than U.S.C. § 2601 et seq. ("RESPA"), unless another is set forth in the Note. Escrow items of premium, if any, shall be held by Lender, at any time, unless collected and held Funds in an amount not to exceed the lesser amount, if so directed by Lender, may be estimated by the amount of funds due on this basis of current data and reasonable estimates of future Escrow items or otherwise in accordance with applicable law.

1. PAYMENT OF PRINCIPAL AND INTEREST; REPAYMENT AND late charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment charges due under Note.

ONE FORM COVENANT, BONDPOWER AND LEADER GOVERNMENT AND AGREED AS FOLLOWS:

THIS SECURITY INSURANCE POLICY combines uninsured coverages for national uses and non-national coverages with limited variances by jurisdiction to constitute a uniform security instrument covering real property.

REHOMBWERK GMBH & CO KG, BORROWER IS HEREBY CONVEYED AND THIS IS THE MORTGAGE, GRANT AND CONVEYANCE AGREEMENT, WHICH REHOMBWERK GMBH & CO KG, BORROWER, WARRANTS AND WILL DEFEND GENERALLY THE TITLE TO THE PROPERTY IS UNENCUMBERED, EXCEPT FOR ENCUMBRANCES OF RECORD. BORROWER WARRANTS AND WILL DEFEND GENERALLY THE TITLE TO THE PROPERTY IS UNENCUMBERED, EXCEPT FOR ENCUMBRANCES OF RECORD.

LARGE IHEH WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter erected by this Security instrument. All of the foregoing is referred to in this Security instrument as "Property".

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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.

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

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium 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 premium required to obtain coverage substitute if the original coverage is terminated due to a cost of the mortgage insurance previously in effect, from an alternate insurance company to the cost of equivalent to the mortgage insurance previously in effect, provided, if subsequently approved by Lender, if substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept use and retain these payments as a loss reserve in lieu of mortgage insurance. Lender may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay for mortgage insurance coverage ends in accordance with any written agreement between Borrower and Lender or applicable law.

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, or 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 to insure over the Property. Lender's rights in the Property are not affected by a lien which has priority over this Security Instrument, appearance in court, paying reasonable attorney fees and attorney fees and attorney fees and expenses incurred by Lender in the defense of 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 agrees 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lenders shall not merge unless lender agrees to the merger in writing.

Property as Borrower's principal residence for at least one year after the date of occupancy the residence agreement shall not be unreasonably withheld, or unless extending circumstances exist which are beyond Borrower's control. Borrower shall not 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 Lenders' good faith determines could result in forfeiture of the property or otherwise impairs Lenders' security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by curing the condition or proceeding to be dismissed with a ruling provided in paragraph 18, by causing the procedure or process to be dismissed with a ruling that, in Lenders' good faith determination, precludes forfeiture of the property or other interest in the property. Borrower shall not make any statement to Lender or any third party concerning or in connection with the property that is false or inaccurate, or misleads Lender or any third party, or violates any provision of this instrument or any applicable law.

Borrower's principal residence is a principal residence, if this Security Instrument is on a leasehold, Borrower shall occupy it until the property is sold or transferred, or until the property is no longer used as a principal residence. 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.

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10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

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

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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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

notice will also contain any other information required by applicable law.
name and address of the new Loan Servicer and the address to which payments should be made. The notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name of the change of the Note. If there is a change of the Loan Servicer, Borrower will, even without notice to a sale of the Note, take all steps necessary to pay the new Loan Servicer changes of the Note and this Security instrument. There also may be one or more changes due under the Note in a change known as the "Loan Servicer") that collects monthly payments from the Borrower resulting in a security instrument. A sale (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 from the Borrower resulting in a change of the Note. If there is a change of the Note and this Security instrument, the Borrower will, even without notice to a sale of the Note, take all steps necessary to pay the new Loan Servicer changes of the Note and this Security instrument. The notice will also contain any other information required by applicable law.

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 accelerate as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration by Borrower, this Security instrument and the obligator's security shall remain fully reinstated to pay the sums secured by this Security instrument, or shall continue unchanged. Upon Borrower's obligation to pay the sum secured by this Security instrument, or lender may reasonably require to assure that the loan of this Security instrument, or takes such action as lender may include, but not limited to, reasonable attorney fees, and (d) takes any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, due under this Security instrument and the Note as if no acceleration had occurred; (b) cures any default of this Security instrument. Those conditions are that Borrower: (a) pays all sums which then would be, or (b) entry of a judgment enforcing this Security instrument to any power of sale contained in this Security instrument, or (d) before sale of the Property pursuant to any power of sale contained in this Security instrument for reinstatement before the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) prior to the date of a judgment to have enforcement of this Security instrument 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 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 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 without further notice or demand on Borrower. 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, or (b) entry of a judgment within which Borrower must pay all sums secured by this Security instrument, or (c) entry of a judgment within which Borrower must pay all sums secured by this Security instrument, or (d) before sale of the Property pursuant to any power of sale contained in this Security instrument for reinstatement before the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) prior to the date of a judgment to have enforcement of this Security instrument 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 without further notice or demand on Borrower.

16. **Borrower's Copy.** Borrower shall be given one conforming copy of the Note and of this Security instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. Any notice is given to Borrower or Lender within law as of the date of this Security instrument, or (b) entry of a judgment within which Borrower must pay all sums secured by this Security instrument, or (c) entry of a judgment within which Borrower must pay all sums secured by this Security instrument, or (d) before sale of the Property pursuant to any power of sale contained in this Security instrument for reinstatement before the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) prior to the date of a judgment to have enforcement of this Security instrument 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 without further notice or demand on Borrower.

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, or (b) entry of a judgment within which Borrower 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, or (c) entry of a judgment within which Borrower 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, or (d) before sale of the Property pursuant to any power of sale contained in this Security instrument for retransfer before the earlier of: (a) 5 days (or such other period as applicable law may specify for retransfer) prior to the date of a judgment to have enforcement of this Security instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for retransfer) before sale of the Property without further notice or demand on Borrower.

18. **Notices.** Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing it by first class mail unless otherwise specified by another method. The notice shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

19. **Governing Law; Severability.** This Security instrument shall be governed by federal law as provided in this paragraph.

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

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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 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 sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation 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)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | <input type="checkbox"/> IHDA Rider | |

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FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
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Hinsdale, IL 60521

Address: 12 Salt Creek Lane Suite 110

This instrument was prepared by: Laurrie Gron

Notary Public
My Commission Expires 09/27/99
DEBORAH M. MUNDOD
"OFFICIAL SEAL"
Notary Public, State of Illinois
My Commission Expires 09/27/99

Given under my hand and official seal, this 24th day of September, 1997

Instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

I, the undersigned, a Notary Public in and for said county and state do hereby certify that KHALIL MASJINI and FARIDA MASJINI
County ss: , COOK

[Space Below This Line For Acknowledgment]

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

Witnesses:
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

LN# 5762367

AP# KHALIL,M5762367