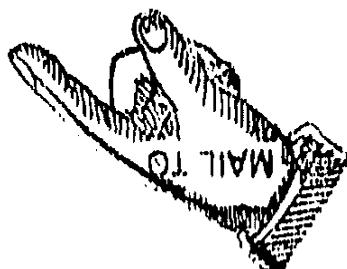


Record and Return to:
PRIME MORTGAGE FINANCIAL, INC.
3556 W. IRVING PARK RD
CHICAGO, IL 60618
Loan Number: 080051600

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98612259

3632/0042 46 001 Page 1 of 6
1998-07-16 12:48:58
Cook County Recorder 31.50



Prepared by:
DONNA BOUDAKI

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 30, 1998
DANIAL DNIKHA, A Married Person
NAHLA ASEP, A Married Person
QATIS DNIKHA, An Unmarried Person

The mortgagor is

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

which is organized and existing under the laws of The State of Illinois
address is 3556 W. IRVING PARK RD
CHICAGO, IL 60618

(("Lender"). Borrower owes Lender the principal sum of

one hundred thirty-nine thousand two hundred Dollars (U.S. \$137,200.00).
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 7/1/2028.
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:

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOT 39 IN BLOCK 1 IN NORTH SIDE REALTY COMPANY'S DEMPSTER GOLF COURSE SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.N.T.M.

Parcel ID #: 10-23-219-021
which has the address of 8448 NORTH DRAKE AVENUE, SKOKIE

[Street, City],

Illinois 60076

[Zip Code] ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT

Initials: D.D.
VMP-CHIL (9008) 01

Form 3014 9/90
Amended 8/96

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VMP MORTGAGE FORMS 1000521-7/91

Q.D.

N-A

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Holder or shall pro rata beneficially discharge any lien which has priority over this security instrument unless Holder waives in writing to the payee of the obligation secured by the lien in a manner acceptable to Lender (b) commences in good faith the legal proceedings which in the Lender's opinion operate to prevent the Lender from recovering its interest in the property or part of the property as set forth in this instrument.

3. **Chittress Lien.** Borrower shall pay all taxes, assessments, charges, times and impositions attributable to the property which may at any time prevail over this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly to the person or entity to whom they are due.

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.

As applicable to payments, unless otherwise provides otherwise, all payments received by Lender under paragraphs

If you possess any of the above signs measured by this Security Instrument, under such circumstances, under which you demand to borrower any funds held by Lender, II, under paragraph 7, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale

time is not sufficient to pay the **entire** items when due, Landor may so notify Borrower in writing, and, in such case Borrower shall pay to Landor the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months, payable at Landor's sole discretion.

If the funds held by Lenther exceed the amounts permitted to be held by applicable law, Lenther shall return to Borrower the excess funds held by Lenther within ten business days after the date of notice of such excess.

Without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose for which each

The funds shall be held in an investment which is insured by a federal agency, instrumentality, or entity conducting business in any state, or in any federal home loan bank, under shall apply the funds to pay the escrow items under may not charge持有人 for holding and applying the funds, usually назначившие the escrow account, or carry the escrow items unless under pays holder interest on the funds and applicable law permits under to make such a charge. However, under may require Borrower to pay a one-time charge for an independent real estate reporting service used by under 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.

Extreme forms of disorder like in accordance with applicable law.

2. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, borrower shall pay to Lender on the day nonentity payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may affect property over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly 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 "Flood Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"). Under this law that applies to the funds held by Lender, it may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1. **Assignment of principal and interest; preparation 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.

(SILENT COVENANTS, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines modern guarantees for national use and non-uniform coverage with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

great and durable the property and that the Plaintiff is unincumbered, except for encumbrances of record, borrowed warrants and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

INTERIMISTIC: All of the foregoing is referred to in this Security Instrument as the Property.

LOCATED NEAR WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this security.

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

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

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

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

Form 3014 9/80

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WAP-64(1) 1998/01

910 J. WILSON

B. Mortgagor Insurance. If Lender requires mortgagage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium required to

Any amounts disturbed 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 rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

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), probable, for condemnation or forfeiture or to enforce laws or regulations, then Lender may do and proceed in the manner, or by the process, provided by law.

6. Ownership, Pre-emption, Alienation and Protection of the Property; Borrower's Right to Write-off Leases; 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 unreasonable, or unless otherwise agreed by Borrower, Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste in the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun due to 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 final judgment or otherwise satisfied.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or
postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments,
under paragraph 27 the Property is owned 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

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 received by the Lender within 30 days of notice from Lender that the insurance carrier has offered to settle a claim, then property, or does not accept 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 interest, whether or not then due. The 30-day period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard nonnegligible clause, Lender shall have the right to hold the policies and renewals, if Lender reclaims, borrower shall promptly give to the insurance carrier and lender paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and lender.

3. Insurance of liability insurance, bondsmen, surety companies, and a number of other insurance companies offer liability coverage.

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

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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 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, 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.

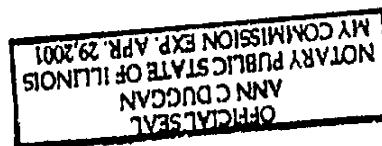
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing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

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98612259



Given under my hand and official seal, this 30 day of June 1998
Signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEIR**
personally known to me to be the same person(s) whose name(s)

DANIAL NAKHA, MAHALI SEF, QASID NAKHA
a Notary Public in and for said county and state do hereby certify
County of Cook (Seal) (Signature)

DAVID NAKHA
Borrower
DANIAL NAKHA
Witnesses:
in any riders) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and
the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement
this Security Instrument if one or more riders are executed by Borrower and recorded together with this
Security Instrument. If any rider(s) executed by Borrower and recorded together with this Security Instrument
contains any provision which conflicts with any provision of this Security Instrument, the provision of this Security
Instrument shall control.

23. Within or of Homestead, Borrower waives all right of homestead exemption in the Property.
applicable law.

22. Release, upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under
law.

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
this Security Instrument as if the rider(s) were a part of this Security Instrument.

Check applicable boxes:

- | | | | | | | |
|--|---|---|---|--|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Option Minimum Rider | <input type="checkbox"/> Planned Long Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Rate Impovement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Other(s) Specifically |
| VA Rider | | | | | | |
| <input type="checkbox"/> Balloon Rider | | | | | | |
| <input type="checkbox"/> Creditable Fly me Rider | | | | | | |

25. Within or of Homestead, but not limited to, reasonable attorney's fees and costs of title evidence,
procurement, 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 before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums
due-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on
timor Borrower of the right to relate after acceleration and the right to assert in the foreclosure proceeding the
secured by this Security Instrument, foreclose by judicial proceeding and sale of the property. The note shall further
(d) that failure to give the date specified in the notice may result in acceleration of the sums
(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
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;