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89/5/0007 07 001 Page 1 of 8
1999-01-12 10:03:46
Cook County Recorder 35.50



THIS INSTRUMENT DRAFTED BY:

AND

WHEN RECORDED MAIL TO:
HOME SAVINGS of AMERICA, FSB
3180 RIDER TRAIL SOUTH
EARTH CITY, MO 63045
ATTN: M/C 8102

ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE
ABOVE ADDRESS.

LOAN NO. 019457779

MODIFICATION OF MORTGAGE

This Modification of Mortgage is made this 20TH day of AUGUST, 1998, by and between FASHUDDIN ANSARI AND RAZIA B. ANSARI HIS WIFE, AND RIZWAN U. ANSARI AND UZMA MOHSIN, HIS WIFE (hereinafter referred to as "Borrower") and Home Savings of America, FSB (hereinafter referred to as "Lender"), with reference to the following facts:

A. With respect to that certain loan identified as loan number 019457779, Borrower executed that certain Mortgage in favor of Lender, dated JUNE 1, 1998 ("Mortgage"), for the purpose of securing a Promissory Note of even date therewith on an indebtedness to Lender in the amount of TWO HUNDRED TWO THOUSAND FOUR HUNDRED NO/100 (U.S \$202,400.000), which Mortgage was recorded on JUNE 17, 1998, as Instrument No. 98514638, Book N/A Page N/A , Official Records, in the Office of the County Recorder of COOK County, State of ILLINOIS, and legally described in the Mortgage as:

LEGAL DESCRIPTION AS PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SVES
P/8
N/A
M/18

C. By inadvertence and mistake, that certain 1-4 FAMILY Rider, dated JUNE 1, 1998, was not attached to and recorded with the Mortgage; and

D. Borrower and Lender now desire to correct, modify and amend the Mortgage to conform to the true intent of the parties thereto.

NOW, THEREFORE, in consideration of the above facts and other valuable consideration, receipt of which is hereby acknowledged, the parties hereby modify and amend the Mortgage, as follows.

1. Modification. IN THE MORTGAGE :

(A) IN PARAGRAPH 24 ON PAGE 9, CHECK THE BOX MARKED "1-4 FAMILY RIDER".

(B) INCORPORATE THE PROVISIONS OF THAT CERTAIN 1-4 RIDER DATED JUNE 1, 1998, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

2. Cooperation. Borrower shall cooperate with Lender in any way that is necessary or required to carry out the modification of the Mortgage as described herein, including Borrower's execution of further documents with respect thereto.

3. Full Force and Effect. Except as modified and amended hereby, all the terms, conditions and agreements of the Mortgage shall remain in full force and effect.

4. Recording. Lender may record this Modification of Mortgage with the above-referenced County Recorder and in any other place or office which Lender determines is necessary in order to protect its security interest under the Mortgage.

5. Binding Agreement. The terms and conditions of this Modification of Mortgage shall inure to the benefit of and be binding upon Borrower and Lender and the personal representatives and successors in interest of each of them.

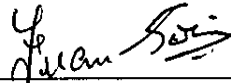
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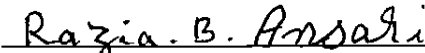
IN WITNESS WHEREOF, Borrower and Lender have executed this Modification of Mortgage as of the day year first above written.

REVIEW ALL PROVISIONS OF THIS MODIFICATION OF MORTGAGE BEFORE EXECUTING SAME.

"Borrower"



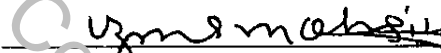
FASIHUDDIN ANSARI



RAZIA B ANSARI



RIZWAN U ANSARI

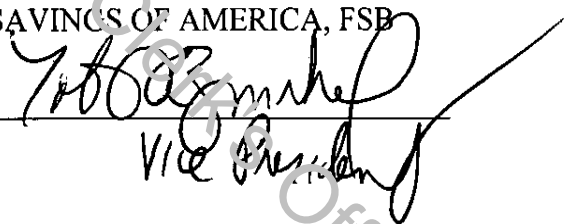


UZMA MOHSIN

"Lender"

HOME SAVINGS OF AMERICA, FSB

By:



VICE PRESIDENT

Property of Cook County Office

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STATE OF IL. }ss: Date _____
COUNTY OF

Personally appeared the above named person(s)

and acknowledge the foregoing instrument to be _____ voluntary act and deed.

Before me:

(official stamp and /or seal)

Notary Public
My commission expires :

STATE OF MISSOURI }ss: Date August 31, 1998
COUNTY OF ST. LOUIS

Personally appeared the above named person(s) TOBY R. ZMRHAL, VICE PRESIDENT

and acknowledge the foregoing instrument to be HIS voluntary act and deed.

Before me:



PAT SOVANSKI
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
My Commission Expires April 14, 2001

Notary Public
My commission expires :

Pat Sovanski

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Property of Cook County Clerk's Office



NOTARY PUBLIC - STATE OF MISSOURI
BY Commission Expires April 14, 2004

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EXHIBIT A

TAX ID 12-09-428-049-0000

LOT 11 (EXCEPT THE EAST 19 FEET THEREOF AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) LOT 12 AND THOSE PARTS OF EACH OF THE FOLLOWING LOTS LYING EAST OF A LINE WHICH INTERSECTS THE NORTH LINE OF LOT 13, 4.29 FEET WEST OF THE NORTHEAST CORNER THEREOF AND INTERSECTS THE SOUTH LINE OF LOT 15, 16.74 FEET WEST OF THE SOUTHEAST CORNER THEREOF, LOTS 13, 14 AND 15 IN BLOCK 17, IN FAIRVIEW, BEING EBERHART AND ROYCE'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT A STRIP OF LAND 16-1/2 FEET WIDE OFF THE WEST END OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16), IN COOK COUNTY, ILLINOIS.

PTN 12-09-428-049-0000

COMMONLY KNOWN AS: 9823 W LINN
SCHILLER PARK, IL 60176

Cook County Clerk's Office

1-4 FAMILY RIDER
Assignment of Rents

Loan No. 019457779

THIS 1-4 FAMILY RIDER is made this 1ST day of JUNE, 1998, 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 HOME SAVINGS OF AMERICA, FSI (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

9823 W. LINN, SCHILLER PARK, IL 60176
[Property Address]

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

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

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

ORIGINAL



ISSUE NO. 1

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

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

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

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

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Loan No. 019457779

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Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Fasihuddin Ansari

Borrower

FASIHUDDIN ANSARI

Razia B. Ansari

Borrower

RAZIA B ANSARI

Rizwan U Ansari

Borrower

RIZWAN U ANSARI

Uzma Mohsin

Borrower

UZMA MOHSIN