

# UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

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

99201406  
107100144004 Page 1 of 12  
1999-03-03 09:22:59  
Cook County Recorder 43.50



Prepared by:  
Amy Hansen

Old Kent Mortgage Company  
630 Tollgate Rd Suite C  
Elgin, IL 60123



COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
MAYWOOD OFFICE

State of Illinois

98-9261 BT

LOAN NO. 1231386

MORTGAGE

FHA Case No.

131-9702088/703

THIS MORTGAGE ("Security Instrument") is given on February 17, 1999  
The Mortgagor is ANTOINE BOUZI, SR., ELINA BOUZI, HUSBAND AND WIFE, EMMANUEL E.  
BOUZI, A SINGLE MAN NEVER MARRIED, ANTOINE BOUZI JR and MELISSA L. BOUZI,  
HUSBAND AND WIFE

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

organized and existing under the laws of THE UNITED STATES OF AMERICA , which is  
whose address is 6417 WEST 63RD STREET, CHICAGO, IL 60638 , and

("Lender"). Borrower owes Lender the principal sum of  
One Hundred Fifty Seven Thousand Four Dollars and Zero Cents  
Dollars (U.S. \$ 157,004.00 ).

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  
March 1, 2024 . 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

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EL-F4(RII) (604)

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Initials:

AB SR  
E3  
MLS 6

are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds." The amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead under still held the Security instrument, each monthly payment shall also include either: (i) a sum for the Urban Development ("Secretary"), or in any year in which such premium would have been required for any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In sum for (a) taxes and special assessments levied or to be levied against the Property, (b) less than monthly payment, together with the principal and interest set forth in the Note and any late charges, a monthly payment, together with the principal and interest due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each and interest on, the debt evidenced by the Note and late charges due under the Note.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of,

UNIFORM COVENANTS.

Borrower and Lender covenant and agree as follows:

PROPERTY. Covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

RIGHT TO MORTGAGE, GRANT AND CONVEY THE PROPERTY AND THAT THE PROPERTY IS UNENCUMBERED, EXCEPT FOR ENCUMBRANCES OF RECORD. Borrower conveys hereby recorded in the Title to the Property.

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HERAFTER ERECTED ON THE PROPERTY, AND ALL EASEMENTS, APPURTENANCES AND FIXTURES NOW OR HERAFTER A PART OF THE PROPERTY. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as "PROPERTY."

MILLION, 60202 [Zip Code] ("Property Address"); [Street, City].

EVANSTON WHICH HAS THE ADDRESS OF 1124 DARRROW AVE.,

P.I.N. # 10-24-208-022-0000

COOK COUNTY, ILLINOIS.  
THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
CHASE AND PINTER'S ADDITION TO EVANSTON. A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Lender the following described property located in  
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the  
Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the  
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security

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**5. 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 (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be severed unless Lender agrees to the merger in writing.

**6. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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.

AM JR  
M.L.S.B  
A.B.SR  
E.B  
S.E.B

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E 13  
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M.L.S.D.  
AB. 86

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in favor of, Lender. Loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts deposited in the Note and this Security Instrument, or (b) to the restoration or repair of the damaged property in paragraph 3, and then to prepayment of principal, or (c) to the restoration or repair of the property in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, school payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage premium. If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts held by Lender are in any time is not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

If Borrower terminates, to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining, to all instalment items (a), (b), and (c) and any mortgagage insurance premium remaining, less any balance outstanding, and Lender shall promptly instilment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all instalments

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**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of 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

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Initials: A.B.JS H-L.S.B K.B.SR E.B S.E.B

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initials:

*As used in this Paragraph 16, "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 16, "Environmental Law" means federal laws and laws of the jurisdiction where the property is located that relate to health, safety or environmental protection.*

Borrower shall promptly give Lender written notice of any investigation, claim, demand, law suit or other action by any governmental agency or regulatory authority involving the Property and Borrower shall promptly take all remedial actions in accordance with Environmental Laws.

16. **Hazardous Substances**. Borrower shall not 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 Laws or substances 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.

13. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

14. **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 of this instrument is held invalid or unenforceable, such provision shall be severed and the Note will remain in effect notwithstanding such invalidity or unenforceability. The Note will remain in effect notwithstanding any conflict with the provisions of this instrument.

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

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 9(b). Borrower's covenants and agreements shall be joint and several, and severance of any Borrower who co-signs this Security Instrument but does not execute the Note, shall not affect the liability of the other Borrower(s) under this Security Instrument.

13. Note without Borrower's consent. In the Note, "Borrower" or "Lender" means the party holding the Note, notwithstanding any provision to the contrary in the Note or this Security Instrument, and "Borrower" or "Lender" includes the party holding the Note, notwithstanding any provision to the contrary in the Note or this Security Instrument.

Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest. Lender shall not be entitled to any interest 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.

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**NON-UNIFORM COVENANTS:** Borrower and Lender further covenant and agree as follows:

**17. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

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 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. 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 the debt secured by the Security Instrument is paid in full.

**18. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender 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 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

**19. 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.

**20. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

**21. 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)].

Condominium Rider

Growing Equity Rider

Other [specify]

A.B.S  
H.L.S.B

Planned Unit Development Rider

Graduated Payment Rider

1-4 Family Rider

A.B.S.R  
E.B

E-E.B

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A rectangular seal with a decorative border containing the text "OFFICIAL SEAL", "CARLOS J. QUESADA", "NOTARY PUBLIC, STATE OF ILLINOIS", and "MY COMMISSION EXPIRES 12/11/2002".

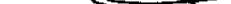
### My Commission Expenses:

Given under my hand and official seal, this 17<sup>th</sup> day of Feb. 1999  
Instrument as Their free and voluntary act, for the uses and purposes herein set forth.  
Appeared before me this day in person, and acknowledged that the same and delivered the said  
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument,  
Instrument known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument,

I, LARLOES J. QUEZADA, a Notary Public in and for said county and state do hereby certify that ANTOINE BOUZI, SR., ELINA BOUZI, EMMANUEL E. BOUZI, ANTOINE BOUZI JR and MELISSA L. BOUZI

STATE OF ILLINOIS,  
Cook County:

Borrower \_\_\_\_\_  
Brockers Title Insurance Co.  
2215 York Road, Suite 418  
Oak Brook, IL 60521  
(Seal) \_\_\_\_\_  
ANTOINE BOUZI JR  
Borrower \_\_\_\_\_  
Borrower \_\_\_\_\_  
MELISSA L. BOUZI  
Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_  
F. Bouzi Jr  
(Seal) \_\_\_\_\_

**EMMANUEL E. BOUZI**  
-Borrower  
**(Seal)** 

*Elina Bouzi* ELINA BOUZI  
-Borrowser (Seal) *Elina Bouzi*

ANTOINE BOUZI, SR.  
Borrowser  
(Seal) 

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

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## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 17th day of February, 1999 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 CCS MORTGAGE

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

1124 DARROW AVE, EVANSTON, IL 60202

[Property Address]

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

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.**

In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, 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, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform Instrument**

Form 3170 3/93

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AP# 20 BOUZI, ANTOIN

Initials: \_\_\_\_\_ / \_\_\_\_\_  
LN# 1231386

A.M.Jr  
M.L.S.P.  
ABSR  
EB  
Z.E.B

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AP# 20 BOUZI, ANTOIN

E/B  
H.B.S&P  
H.L.S.B  
Form 3170 3/93 AM 56

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Initials: / LNU# 1231386

## H. ASSIGNMENT OF RENTS; APPORTIONMENT OF RECEIVABLES; LENENDER IN POSSESSION.

Lenender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lenender or Lenender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lenender or Lenender's agents. However, Borrower shall receive the Rents until (i) Lenender has given Borrower notice of default pursuant to paragraph 21 of the Security instrument and (ii) Lenender has given notice to the tenant(s) that the Rents are to be

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

G. ASSIGNMENT OF LEASES. Upon Lenender's request, Borrower shall assign to the Property is deleted. All remaining covenants and agreements set forth in Uniform 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.

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

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.

C. SURCRIMINAL LIENS. Except as permitted by federal law, Borrower shall not allow any lien, whether to the Security instrument to be perfected against the Property without Lenender's prior written permission.

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 Lenender 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, without Lenender's prior written permission.

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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, attorneys' 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.

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.

A.D.Jr  
M.L.S.B  
ABSR  
EB  
G.E.B

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AP# 20 BOUZI, ANTOIN

Initials: \_\_\_\_\_ / \_\_\_\_\_  
LN# 1231386 G.E.B

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LN# 1231386

AP# 20 BOUZI, ANTOIN

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MELISSA L. BOUZI (Seal) Borrower  
ANTOINE BOUZI, SR. (Seal) Borrower  
ELINA BOUZI (Seal) Borrower  
EMMANUEL E. BOUZI (Seal) Borrower  
ANTOINE BOUZI JR. (Seal) Borrower  
MELISSA L. BOUZI (Seal) Borrower  
ELINA BOUZI (Seal) Borrower  
EMMANUEL E. BOUZI (Seal) Borrower  
ANTOINE BOUZI JR. (Seal) Borrower

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