

COLONIAL BANK  
5850 W. Belmont Ave.  
Chicago, Illinois 60634

Documents prepared by: T. Richardson  
Colonial Bank  
5850 W. Belmont Avenue  
Chicago, IL. 60634



3971097

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 10, 1991. The mortgagor is RIAD ZAYED AND NARIMAN ZAYED, his wife, YOUSEF ZAYED AND MARY Y. ZAYED, his wife ("Borrower"). This Security Instrument is given to Colonial Bank, which is organized and existing under the laws of Illinois, and whose address is 5850 W. Belmont Ave., Chicago, IL. 60634 ("Lender"). Borrower owes Lender the principal sum of SEVENTY FIVE THOUSAND AND 00/100ths Dollars (U.S. \$75,000.00). 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 July 1, 1996. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 344 IN ALBERT J. SCHORSCH IRVING PARK BOULEVARD GARDENS TENTH ADDITION, BEING A SUBDIVISION IN THE WEST HALF 1/2 OF THE NORTHEAST QUARTER 1/4 OF THE SOUTHWEST QUARTER 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

P.I.N.: 13-20-302-030

3971097

NOTE IDENTIFIED

COOK County Clerk's Office

which has the address of 6110 W. Eddy Street Chicago Illinois 60634 ("Property Address"); (Street) (City) (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter 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 the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNOFFICIAL COPY

*Handwritten notes:* 2 pages, 1/23/94

Banking, Inc.

LAWYERS TITLE INSURANCE CORPORATION  
10 S. DEARBORN, 32ND FLOOR EAST  
ONE FIRST NATIONAL PLAZA  
CHICAGO, ILLINOIS 60603  
BOX 334

1991 JUN 10 PM 11:51  
CAPITAL POSSESSORY ESTATE  
OFFICE OF THE CLERK OF TITLES  
3971097

3971097

OFFICIAL SEAL  
Amy Doerzaph  
Notary Public, State of Illinois  
My Commission Expires 11/20/94

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1991  
set forth.

I, the undersigned, a Notary Public in and for said county and state,  
do hereby certify that RIAD ZAYED AND NARIAMAN ZAYED his wife, YOUSSEF ZAYED AND MARY Y.  
ZAYED his wife, personally known to me to be the same person(s) whose name(s) .....  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the X  
signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein  
set forth.

STATE OF ILLINOIS, County as: COOK  
NARIAMAN ZAYED (Seal) - Borrower  
RIAD ZAYED (Seal) - Borrower  
YOUSSEF ZAYED (Seal) - Borrower  
MARY Y. ZAYED (Seal) - Borrower

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:  
19. 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 paragraphs 13 and 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 19, including,  
but not limited to, reasonable attorneys' fees and costs of title evidence.  
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time  
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially  
appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of  
the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the  
costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on  
receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.  
21. 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 recitation costs.  
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
23. 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))  
 Adjustable Rate Rider  
 Condominium Rider  
 2-4 Family Rider  
 Graduated Payment Rider  
 Planned Unit Development Rider  
 Other(s) [specify] \_\_\_\_\_  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security  
Instrument and in any rider(s) executed by Borrower and recorded with it.

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