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RECORD AND RETURN TO: A DIVISION OF CHARTER ONE BANK FSB

00408274

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Cook County Recorder

45.50



Prepared by:

HALINE B KOBIALKO

ST PAUL FEDERAL

1804 N NAPER BLVD, SUTIE 103

1804 N NAPER BLVD., SUITE 103

NAPERVILLE, IL 60563

NAPERVILLE, IL 60563

MORTGAGE

0004440236 4440236

THIS MORTGAGE ("Security Instrument") is given on

April 11, 2000

. The mortgagor is

KANDACE LENTI and

EUGENE G LENTI Her Husband

("Borrower"). This Security Instrument is given to CHARTER ONE BANK, F.S.B.

PAUL FEDERAL, A DIVISION OF

which is organized and existing under the laws of the United States of America address is 1215 SUPERIOR AVENUE, CLEVELAND, OH 44114

, and whose

TWO HUNDRED FIFTY NINE THOUSAND & 00/100

Dollars (U.S. \$

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

259,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrumer. ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2030 . 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 NORTH 17 FEET LOT 30 AND LOT 31 (EXCEPT THE NORTH 7 FEET) IN THOMAS JUDD'S SUBDIVISION OF BLOCK 7 IN SILVERMAN'S ADDITION TO IRVING PARK MONTROSE AND JEFFERSON BEING A SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH-EAST 1/4 AND ALL THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 WHICH LIES NORTH OF NORTHWESTERN RAILROAD TRACK OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID #:

13-16-227-012-0000

which has the address of

4419 N LAVERGNE AVE

CHICAGO

[Street, City],

Illinois

60641

[Zip Code] ("Property Address");

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 9/90 Amended 5/91 6R(IL) (9608

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VMP MORTGAGE FORMS - (800)521-7291



Z1590392

Form 3014/19/90

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of the actions set forth above within 10 days of the giving of notice.

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

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments received by I ender under paragraphs Security Instrument.

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, p to the acquisition or sale of the Upon payment in full of all sums secured by this Security Instrument, Lender shall promote to Borrower any Funds monthly payments, at Lender's sole discretion.

to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay the excess Funds in accordance with the requirements of applicable law. If the arrount of the Funds held by Lender at any time is

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an requires interest to be paid, Lender shall not be required to pay horrower any interest or earnings on the Funds. Borrower and Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law However, Lender may require Borrower to pay a one-drac charge for an independent real estate tax reporting service used by the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including

otherwise in accordance with applicable L(N)

estimate the amount of Funds due on ine basis of current data and reasonable estimates of expenditures of future Escrow Items or amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may amended from time to time, 12 U S C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser mortgage loan may requir: for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provisions of paragrapt, 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." any; (e) yearly morigage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Bottower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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 with limited will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and BOBKOMEK CONENVAL2 that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, All of the foregoing is referred to in this Security Instrument as the "Property."

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurienances, and

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 at 1 Porrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the month'v 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.

- 6. 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 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 unreasonably withheld, or unless extenuating circumstances exist which are bound Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit vaste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun hat in 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, b/ cluring the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate in ormation or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidence t 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 all the provisions of the lease. If Borrower acquires ire title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 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 a rect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce la vs or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take a trion 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 Dorrower 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 Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. It, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the prendums required to 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

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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.

(9096) (JI) **199**2

Balloon Rider

[Check applicable box(es)]

Graduated Payment Rider

Adjustable Rate Rider

be severable. given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. —6R(П.) (9009) Page 6 of 6 Form 3014 9/90 My Commission Expires 4/06/02 Motary Public, State of Illinois CATHERINE SANCHEZ "OFFICIAL SEAL" Notary Public My Commission Expires: ed and delivered the said instrument as THEIR free and politicial seal, this APR 1.1 2000 as of forth. signed and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that , personally known to me to be the same person(s) whose name(s) EUGENE G LENTI Her Husband KANDACE LENTI and lotary Public in and for said county and state do hereby certify that I, the we STATE OF ILLINOIS, County ss: -Borrower Bottower (Seal) Bottower (Seal) -Borrower (Seal) Witnesses: any rider(s) executed ov Borrower and recorded with it. BY SIGNING PEI DW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in VA Rider Other(s) [specify]

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23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. without charge to Borrower. Borrower shall pay any recordation costs. 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

Rate Improvement Rider

Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

Condominium Rider

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

Planned Unit Development Rider

Second Home Rider

X 1-4 Family Rider

Biweekly Payment Rider

FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

0004440236 4440236

THIS FIXED/ADJUSTABLE RATE RIDER is made this 11th day of April, , 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 Fixed/Adjustable Rate Note (the "Note") to

ST. PAUL FEDINAL, A DIVISION OF CHARTER ONE BANK, F.S.B.

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

4419 N LAVERGNE //VI, CHICAGO, Illinois 60641

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE LORPOWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONL TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGE:

The Note provides for an initial fixed interest rate of provides for a change in the initial fixed rate to an adjustable interest rate, as tollows:

%. The Note also

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of May , 2005 , and the adjustable interest rate I will pay my change on that

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX - Single Family Fannie Mae Uniform Instrument

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Initials:

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day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Charge Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE-FOURTHS percentage point(s)

(2.750 %) 3 the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of the percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected w owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.625 % or less than 5.25 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.625 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will vay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective dete of any change. The notice will include the amount of my monthly payment, any information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

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B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

Truncier of the Property or a Beneficial Interest in Borrower. If all or any part of the Property of 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 his 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 a learns 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.

2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

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 promitted by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if:

(a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing

If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrover accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

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· · · · · · · · · · · · · · · · · · ·	-Borrowe	KANDACE LENTI	(Seal)
			- Bollower
	(Seal)	Los Los	Zowk (Seal)
	-Borrower	ELJING G LENTIL	-Borrower
	(Seal)		
	-Borrower		(Seal)
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	(Seal)		(Seal)
	-Borrower	4	-Borrower
		*	S -Bollower
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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 11th April day of 2000 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Need (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

ST. PAUL D'EDERAL, A DIVISION OF CHARTER ONE BANK, F.S.B.

(the

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

4419 N LAVERGNE AVI., CHICAGO, Illinois 60641

[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 ollowing items are added to the Property description, and shall also constitute the Property covered by the Sect rip, 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 coors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached thor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shell 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

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Initials:

Amended 3/93



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- 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.
- 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 CCCUPANCY. 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 1011/10 Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASFS. 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; APPOINT VIENT 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 Sorrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sun's 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 I ender'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.

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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.

Lerder 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 age its or a judicially appointed receiver, may do so at any time when a default occurs. Any application of R nt shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of kents of the Property shall terminate when all the sums secured by the Security Instrument are paid in fall

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 vector y Instrument.

BY SIGNING BELOW, Borro ver accepts and agrees to the terms and provisions contained in this 1-4 Family Rider. (Seal (Seal) Borrower -Borrower (Seal) (Seal) -Borrower -Borrower (Seal) (Seal) -Borrower -Borrower (Seal) (Seal) -Borrower -Borrower MP_57U (9801) Page 3 of 3 Jorna 3170 9/90