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2000-11-08 10:48:30

Cook County Recorder

39.00

LOAN NO. 17513

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 7, 2000 The mortgagor is RAYMOND M. KONTOF, MARRIED TO MARIANNE KONTOF,

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

**COMMUNITY SAVINGS BANK** 

which is organized and existing under the laws of

THE STATE OF ILLINOIS

, and whose address is

4801 W. BELLIONT AVENUE, CHICAGO, IL 60641

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

Two Hundred Ten Thousand Dollars And No Cents

). This debt is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 210.000.00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced November 1, 2015 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

County, Illinois:

LOT THIRTEEN (13) AND THE SOUTH HALF (S-1/2) OF LOT TWELVE (12) IN BLOCK THIRTY-ONE (31) IN SUBDIVISION OF BLOCKS ONE (1) TO THIRTY-ONE (31) INCLUSIVE IN W.B. WALKER'S ADDITION TO CHICAGO IN THE SOUTH WEST QUARTER (SW-1/4) OF SECTION FOURTEEN (14), TOWNSHIP FORTY (40) NORTH, RANGE THIRTI EN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PERMANENT INDEX NUMBER: 13-14-328-011.

## THIS\_IS\_NOT\_HOMESTEAD\_PROPERTY

which has the address of

4025 N. SPRINGFIELD AVENUE, [Street]

CHICAGO,

[City]

Illinois

60618 [Zip Code]

("Property Address"); EOX 331

Form 3014 9/90

GREATLAND

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1876L1 (9511)

(Page 1 of 6 pages)

the payments.

Instrument.

POCH PAIC MINO IN CAME CARL 1-800-530-9393 GROS-130-530-9393 GROS-130-530-930-930 GROS-130-530-930 GROS-130-530-930 GROS-130-530 GROS Form 3014 9/90

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,

and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with encumptances of record

imited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrew forms." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum payments or grand rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") for: (a) yearly taxes and assessar ents which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold taxes and assessar ents which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold taxes and assessar ents are the Property; (c) yearly leasehold.

exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Lemberwise in accordance with applicable law. law that applies to the Funds sees a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to amount a lender for a celerally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures A. of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another

which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for the Funds. Borrower and Lender may agree in writing, hover er, that interest shall be paid on the Funds. Lender shall give to is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement to make such a charge. However, Lender may recuire Borrower to pay a one-time charge for an independent real estate tax account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender the Escrow Items. Lender may not charge Corrower for holding and applying the Funds, annually analyzing the escrow (including Lender, if Lender is such an institution) or in any Pederal Home Loan Bank. Lender shall apply the Funds to pay The Funds shall be held in an instrumentality, or entity

such case Borrower shall pay to Lender the amount necessary to make ur the deficiency. Borrower shall make up the Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any deficiency in no more than twelve monthly payments, at Lender's sole discretion

Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or

secured by this Security Instrument. sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums

paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Mote. paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note; second, 12 amounts payable under Application of Payments. Unless applicable law provides otherwise, all payments. Teceived by Lender under

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

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

floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

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

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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.

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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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of 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 Instrume. I at a shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Y ender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether ivil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise mater is impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the I en created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the lean application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with ary material information) in connection with the loan evidenced by the Note, including, but not limited to, representations corperning 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 fee title to the Property, the leasehold and the fee title shall not nerge unless Lender agrees to the merger in writing.
- Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws 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 action 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 Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

payment.

- 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. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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Form 3014 9/90

enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice or demand on Borrower.

Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Security Instrument.

this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest

Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. declared to be severable.

be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can 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 of the law of the this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property

14. Notices. Any notice to Borrower provided for in this Security Instrument snall be given by delivering it or by prepayment charge under the Note.

direct payment to Borrower. If a refund reduces principal, the reduction will be treated as partial prepayment without any refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a the charge to the permitted limit; and (b) any sums already collected from Borrov er which exceeded permitted limits will be with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection 13. Loan Charges. If the loan secured by this Security Instructor is subject to a law which sets maximum loan consent.

or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that paragraph 17. Borrower's covenants and agreements and be joint and several. Any Borrower who co-signs this Security Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this not be a waiver of or preclude the exercise of any aght or remedy.

original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall otherwise modify amortization of the same secured by this Security Instrument by reason of any demand made by the shall not be required to commence procedings against any successor in interest or refuse to extend time for payment or of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender modification of amortization of the same secured by this Security Instrument granted by Lender to any successor in interest II. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or

postpone the due date of the morthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Bor ower otherwise agree in writing, any application of proceeds to principal shall not extend or sums secured by this security Instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the an award or settle a caim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, If the Projectly is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make rpen due.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security and shall be paid to Lender.

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

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

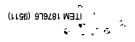
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- **20.** Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Univironmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazarlous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are 'hose 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 as bestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further cover ant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless 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 artice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and such 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 in mediate payment in full of all sums secured by this Security Instrument without further demand and may in reclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in purporing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. 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.
  - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.



[Address] 4801 W. BELMONT AVENUE, CHICAGO, IL 60641

Notary Public	BANK	DEFICIAL SEAL"  MACELI MUNOZ  MESSIGNY ESPECUSA (10:0)  MESSIGNY ESPECISA (10:0)  MESSIGNY ESPEC	IA 9 VistoN GROW som insmurisni sidT OB
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me to be the same person(°) whose name(s) is day in person, and acknowie ige d that he/she signed free and voluntary act, for the us is and purposes therein set	<b>e\ue.</b> petote me tuiz illy known to i	, persona g instrument, appeared l	do hereby certify that RAY subscribed to the foregoin and delivered the said insuforth.
, a Notary Public in and for said county and state,			I, THE UNDERSIGNE
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-Вопомет	-Borrower		
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-Вопожет	-Вопомет	1/4/	RAYMOND M. KONTOF
(Seal)	(Seal)	\$ 5	TOPICO (CONTINUE)
te terms and covenants contained in pages I through 6 of this and recorded with it.	id agrees to th	W, Borrower accepts an	Security Instrument and in
sment Rider Second Home Rider	Rate Improve		Balloon Rider
Development Rider Biweekly Payment Rider	Planned Unit	ent Rider	Graduated Paym
n Rider X 1-4 Family Rider	nuinimobnoD	Rider	Adjustable Rate 1
			[Check applicable box(es)]

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

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## 1-4 FAMILY RIDER

**Assignment of Rents** 

LOAN NO. 17513-1

THIS 1-4 FAMILY RIDER is made this 7th day of OCTOBER, 2000 , 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

#### **COMMUNITY SAVINGS BANK**

(the "Lender")

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

## 4025 N. SPRINGFIELD AVENUE, CHICAGO, ILLINOIS, 60618

[Property Address]

- 1-4 FAMILY CO ENANTS. 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 low 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, an articlight, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, voter 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, cabinet, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replace ments 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) 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 change in the use of the Property or its zoning classification, unless tender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and confirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrov er 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 radiation 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 lease hold.

BOX 331

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### 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 tenzm 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 receive 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 tunds 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 agent or a judicially appointed receiver shall not be required to enter upon, and 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 it 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 pages 1 and 2 of this 1-4 Family Rider.

RAYMOND M. KONTOF -Borrower	(Seal) -Borrower
(Seal)	(Seal) -Borrower
(Seal)	(Seal) -Borrower
COMMUNITY SAVINGS BANK 4801 WEST BELMONT AVENUE CHICAGO, ILLINOIS 60641-4399	[Sign Original Only k BOX 331 Form 3170 9/90
ITEM 1790L2 (9612) (773) 685-5300 (Page 2 of 2	GREATLAND ■  2 pages)  To Order Call: 1-800-530-9393 □Fax 616-791-1131