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Cook County Recorder

83.50

RETURN TO:

NATIONAL CITY MORTGAGE CO

P.O. Box 8800

Dayton, OH 45401-8800

Prepared by: Tracy Wilson

CAMELOT MORTGAGE CORP. 3000 DUNDEE RD, STE 408 NORT'BROOK, IL 60062

0000645521

### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on

January 7, 2000

. The mortgagor is

RUDGICHE XKURKKAXXKO XBEBORAHXKHB KA HUBBAND HODI WITC PARKWAY BANK AND TRUST COMPANY, 4000 N HARLEM AVENUE, HARWOOD HEIGHTS, IL 60056, AN ILLINOIS BANKING CORPORATION, IT SUCCESSORS, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 12TH DAY CF MAY 1977, KNOWN AS TRUST NUMBER 3864. AND NOT INDIVIDUALLY

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

which is organized and existing under the laws of The State of Illinois address is 3000 DUNDEE RD STE 408, NORTHBROOK, IL 60057

, and whose

("Linder") Borrower owes Lender the principal sum of TWO HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED & 00/100

Dollars (U.S. \$

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 February 1, 2020 . 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

County, Illinois:

Parcel ID #:

which has the address of

9129 NULACROSSE, SKOKIE **EXSEX** 60077

[Zip Code] ("Property Address");

[Street, City],

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 9/90 Amended 5/91

-6R(IL) (9608)

VMP MORTGAGE FORMS - (800)521-7291

Trustee Inf.

SAS-A DIVISION OF INTERCOUNTY

Illinois

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

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 determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender determines that any part of the Property is subject to a lien which may attain priority over this

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

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender, prior to the acquisition or sale of the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit agrant; the sums secured by this

not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by spp'icable law, Lender shall account to Borrower for the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower it writing, and, in such case Borrower shall pay not sufficient to pay the Escrow Items when due, Lender may so notify Borrower it writing, and, in such case Borrower shall pay

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

Lender may, at any time, concert and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as 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 amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due or, the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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 and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground 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 Lender, in accordance with the provisions of paragraph 6, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, coincat and hold Funds in an amount not to exceed the maximum amount a lender for a federally related may, at any time, coincat and hold Funds in an amount under the federal Real Estate Settlement Procedures Act of 1974 as mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

UNIFORM COVENANTS. Borrower and Lender covenant and Late Charges. Borrower shall promptly pay when due the

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

grant and convey the troperty and that 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

All of the foregoing is referred to in this Security Instrument as the "Property." BORROWER COVENAUTS that Borrower is lawfully seised 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

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

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 no answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the incurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrume it, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Bor, ower 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 Lenuer, 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 Froperty as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occur y 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 beyond Borrover's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the roporty. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that 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, 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 lien created by this Security Instrument or Lender's security interest. Believer shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statement, 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 all the provisions of the lease. If Borrower acquires fee 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 affect Lender's rights is the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the 1 ender 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 raying 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.

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. 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

Form 3014 9/90

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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.

address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it

under the Note.

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

make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent. secured by this Security Instrument; and (c) agrees that Lender and any other Borrower riar agree to extend, modify, forbear or 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 shall be joint and rev. ral. 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

in interest. Any forbearance by Lender in exercising any right or remidy shall not be a waiver of or preclude the exercise of any the sums secured by this Security Instrument by reason of any der land made by the original Borrower's successors commence proceedings against any successor in interest or r fulls to extend time for payment or otherwise modify amortization of not operate to release the liability of the original Borrower's successors in interest. Lender shall not be required to of amortization of the sums secured by this Security Listrament granted by Lender to any successor in interest of Borrower shall

II. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone by this Security Instrument, whether or not from due.

is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured award or settle a claim for damages. Forrower fails to respond to Lender within 30 days after the date the notice is given, Lender

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an sums secured by this Security Instrument whether or not the sums are then due.

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

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

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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

17. 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 prohibited by federal law as of the date of this 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 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 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 words be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covanants 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, Lendor's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unclarged. 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 alc of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with party aph 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 apply to do, not allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two senience; 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 decardous 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 Hazardous 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 those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic problem products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Proper y is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant 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 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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|  | My Commission Expires:   |
| is day in person, and acknowledges, therein set forth.<br>nd voluntary act, for the uses and purposes therein set forth.<br>day of   | subscribed to the foregoing instrument, appeared before me this signed and delivered the said instrument as free a Given under my hand and official seal, this   |
| , personally known to me to be the same person(s) whose name(s)  |  |
| and the second second  |  |
| Notary Public in and 'c: said county and state do hereby certify that  | Is,  |
| EXCOLPATION.   |  |
| COUNTY SSIGNATURE, ACKNOWLEDGEMENT AN  | SLYLE OF ILLINOIS, COOK  |
| BET SUST FOR TRUSTER SEE EXHIBIT A FOR TRUSTER   | -Вопоже  |
| OE WYX 7314 KNOWN VS LECEL NEWBER (2691)   | [692 <u>]</u>  |
| OF A TRUST AGREEMENT DATED THE LOTH DAY  |  |
| SUCCESSORS, AS TRUSTEE, UNDER THE PROVISIONS   |  |
| PREBURHX KRHYKENC COKOOBYTION, ITS (Seal) HARLEM, AVENUE, HARWOOD HEIGHTS, IL 60056,   | The same of the sa |
| PARKWAY BANK AND TRUST COMPANY, 4800 N.  |  |
| KRINGERHXKHREER -Bottowet  |  |
| (1002)   | Wimesses:  |
|  | any rider(s) executed by Borrower and recorded with it.  |
| he terms and covenants contained in this Security Instrument and in  | the street of th |
| m.i.   |  |
| гресиу.  | ☐ VA Rider Other(s) [  |
| nium Rider  Jnit Development Rider  Jovennent Rider  Second Home Rider  Second Home Rider  | Graduated Payment Rider  Balloon Rider  Rate Impr  |
| riders are executed by Borrower and recorded together with this ch rider shall be incorporated into and shall amend and supplement the rider(s) were a part of this Security Instrument. | Security Instrument, the covenants and agreements of each such the covenants and agreements of this Security Instrument as if the  |

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

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.

#### EXHIBIT "A"

### MORTGAGE SIGNATURE AND EXONERATION RIDER

This MORTGAGE is executed by PARKWAY BANK & TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said PARKWAY BANK & TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said PARKWAY BANK & TRUST COMPANY personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or conaccount of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors end said PARKWAY BANK & TRUST COMPANY personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness a accruing hereunder shr.if 'ook solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any,

The Trustee makes no personal represertations as to nor shall it be responsible for the existence, location or maintenance of its chattels herein described, if any, or of any environmental conditions, duties or obligations concerning the property whether under any federal, state or local statute, rule, regulation, or ordinance. The beneficiaries of this Trust, have management and control of the use of the property and as such, have the authority on their own behalf to execute any document as environmental representative but not as agent for or on behalf of the Trustee.

ARKWAY BANK & TRUST COMPANY, As Trustee under Trust No. 3864 dated 5 12-77 as aforesaid and not personally.

STATE OF ILLINOIS)

COUNTY OF COOK )

l, the undersigned, a Notary Public in and for said County, in the State aforesaid do hereby certify that the above named officers of PARKWAY BANK & TRUST COMPANY, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument in the capacities shown, appeared before me this day in person, and acknowledged signing, sealing and delivering the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal on

(DATE)

LUBA KOHN NOTARY PUBLIC STATE OF ILLINOIS

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# 1-4 FAMILY RIDER Assignment of Rents

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

CAMELOT MORTGAGE CORP.

(the

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

9129 N LACROSSE, SKOKIE. Illinois 20064 60077

[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 critinguishing 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 cloors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached risor coverings now or hereafter attached to the Property, all of which, including replacements and additions there is, 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

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Trustmitials:

-57U (9801)

VMP MORTGAGE FORMS - (800)521-7291

Ford 3170-9/90



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security.

Trustee Initials:

If Lender gives notice of breach to Borrower: (i) all Rents resided by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the Rents of the Property; (iii) Borrower as trustee for the benefit of Lender 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's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwas 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, pre niu ms on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the broperty, and then to the sums secured by the Security Instrument; (v) Lender's actually received; and then to the sums secured by the Security Instrument; (v) Lender, Lender's actually included receiver shall be liable to account for only those Rents actually received; and (vi) Lender judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender judicially appointed 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

Borrower absolutely and unconditionally assigns and manifers 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 te nant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Fe'res until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (i) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modity, evend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this pragraph G, the word "lease" shall mean "sublease" if the Security

Covenants and agreements so, 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

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Cove and 6 concerning Borrower's occupancy of the Property is deleted. All remaining

other hazards as which insurance is required by Uniform Covenant 18 is deleted.

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

D, PENT. LOSS INSURANCE, Borrower shall maintain insurance against rent loss in addition to the

inferior 13 the Security Instrument to be perfected against the Property without Lender's prior written permission

body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien infection to Somethy.

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

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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.

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 17th.

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.

upon me direction of it's beneficiaries

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

| RUDGERHXKUBZER (Seal)   | (Seal)                |
|---|-----------------------|
| PARKWAY BANK AND TRUST COMPANY,   | -Borrower             |
| 4800 N HARLEM AVENUE, HARWOOD (Seat)  | (Seal)                |
| HEIGHTS, IL 60056, AN ILLINOISBorrower                                      | Borrower              |
| BANKING CORPORATION, ITS SUCCESSORS, AS TRUSTEE UNDER THE PROVISIONS (Seal) |                       |
| OF A TRUST AGREEMENT DATED THE BOTTOWER                                     | (Seal)                |
| 12TH DAY OF MAY 1977, KNOWN AS TRUST  | -Borrower             |
| NUMBER 3864 AND NOT INDIVIDUALLY (Seal)                                     | (Seal)                |
| -Borrower   | -Borrower             |
| SIGNATURE, ACKNOWLEDGEMENT AND EXCULPATION.                                 | 3 of 3 Form 3170 9/90 |

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#### EXHIBIT "A"

#### ASSIGNMENT OF RENTS SIGNATURE AND EXONERATION RIDER

This Assignment of Rents is executed by PARKWAY BANK & TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said trust deed or in said note contained shall be construed as creating any liability on the said PARKWAY BANK & TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any agreement or covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as PARKWAY BANK & TRUST COMPANY personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the premises hereby conveyed and to the rents hereby assigned to the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said trust deed and note provided.

The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any, or of any environmental conditions, duties or obligations concerning the property whether under any federal, state or local statute, rule, regulation, or ordinance. The beneficiaries of this Trust, have management and control of the use of the property and as such, have the authority on their own behalf to execute any document as environmental representative but not as agent for or on behalf of the Trustee.

| PARKWAY BANK &   | TRUST COM | PANY as Trustee   | under Trust No  | 38604        | and dated 54.   | 1-77 as                                      |
|--|-----------|-------------------|-----------------|--------------|-----------------|--|
| aforesaid and not person   | nally.    | 71117, as Trustee | ander Trast No. | <del> </del> | _and dated_O 78 | <u>-                                    </u> |
| The state of the s | 1/1       | 7,0               |                 |              |                 |  |

STATE OF ILLINOIS)

Assistant Cashier

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid do haveby certify that that the named officers of PARKWAY BANK & TRUST COMPANY, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument in the capacities shown, uppeared before me this day in person, and acknowledged signing, sealing and delivering the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal on

Notary Public

"OFFICIAL SEAL"

LUBA KOHN

NOTARY PUBLIC STATE OF ILLINOIS

My Commission Expires 05/22/2000

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File S1584954B - Legal Addendum

LEGAL: LOT 16 AND THE NORTH 20 FEET OF LOT 17 IN BLOCK 1 IN THIRD

ADDITION TO "THE BRONX", BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO PLAT REGISTERED AS DOCUMENT NUMBER 270533, IN COOK

COUNTY, ILLINOIS.

ADDRESS: 9129 N LACROSSE

SKOKIE, IL

PIN: 10-16-408-043-0000

Service