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Return To:
NATIONAL CITY MORTGAGE CO
P.O. Box 8800
Dayton, OH 45401-8800

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9630/0263 45 001 Page 1 of 19
2001-12-17 13:16:11
Cook County Recorder 57.00



0011193090

Prepared By:
JENNIFER SPERRY
NATIONAL CITY MORTGAGE CO
P.O. Box 8800
Dayton, OH 45401-8800

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MORTGAGE

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DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **July 20, 2001**, together with all Riders to this document.

(B) "Borrower" is

CHARLES KENNEDY and PATRICIA KENNEDY Husband and Wife
AJITA KENNEDY and CHARLES KENNEDY Husband and Wife
R.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **National City Mortgage Co.**

Lender is a **corporation**
organized and existing under the laws of **The State of Ohio**

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

Form 3014 1/01

VMP -6(IL) (0010)

Page 1 of 15

Initials:

C.K. P.K. A.K. C.K.

VMP MORTGAGE FORMS - (800)521-7291



BOX 333-CT

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WMP-6(L) (0010)

Form 3014 1/01

Page 2 of 15

Initials:

A.K.

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(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, Note "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation that governs the same subject matter. As used in this instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a security instrument or successor legislation that governs the same subject matter.

(P) "federally related mortgage loan" even if the loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "VA Rider" Biweekly Payment Rider Other(s) [specify]

(S) "Balloon Rider" Planned Unit Development Rider 14 Family Rider

(T) "Adjustable Rate Rider" Condominium Rider Second Home Rider

(U) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(V) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(W) "Escrow Items" means those items that are described in Section 3.

(X) "Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephone instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account, or term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automatic clearinghouse transfers.

(Y) "Miscellaneous Expenses" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephone instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account, or term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automatic clearinghouse transfers.

(Z) "Non-Borrower" means any person who is not a party to this instrument, including the spouse of Borrower, children, parents, relatives, friends, business associates, employees, agents, and others.

(D) "Note" means the promissory note signed by Borrower and dated July 20, 2001

The Note states that Borrower owes Lender

Lender is the mortgagee under this Security Instrument

Lender's address is 3232 Newmark Drive, Miami Shores, Ohio 45342

U.S. \$ 232,000.00 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2031

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property".

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

• Adjustable Rate Rider Condominium Rider Second Home Rider

• Balloon Rider Planned Unit Development Rider 14 Family Rider

• VA Rider Biweekly Payment Rider Other(s) [specify]

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currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower

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pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. dollars and late charges due under the Note. Borrower shall also pay funds for Escrow Items prepared by the lender and late charges due under the Note, and interest on, the debt evidenced by the Note and any Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any Prepayment charges, and Late Charges, and Escrow Items, Prepayment Charges, and Late Charges.

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges:

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform

claims and demands, subject to any encumbrances of record.

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

TOGETHER WITH all the improvements 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 appurtenances, and fixtures now or hereafter erected on the property. All easements shall also

be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property Address":

CHICAGO
[Street]
5153 W CULLOM AVE,
[City], Illinois 60641 [Zip Code]

Parcel ID Number: 13-16-407-003 which currently has the address of

COOK COUNTY, ILLINOIS.
MERIDIAN (EXCEPT PARTS HERETOFORE DEDICATED FOR STREET), IN
TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
LOT 18 IN BLOCK 4 IN HENRY SCHROEDER'S SUBDIVISION OF SECTION 16,

of Cook County [Name of Recording Jurisdiction]:
[Type of Recording Jurisdiction]
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 and Lender's successors and assigns, the following described property located in the County

TRANSFER OF RIGHTS IN THE PROPERTY
(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

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shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can 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 as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10

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shall be applied to the sums secured by this Security Instrument, whether or not then due, with the repair is not economically feasible or Lender's security would be lessened, the insurance proceeds paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or carlings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or payments as the work is completed. Unless an agreement is made in writing or Appicable Law requires Lender may distribute proceeds for the repairs and restoration in a single payment or in a series of processes has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender shall have the right to inspect such property to ensure the work hold such insurance proceeds until Lender has had an opportunity to inspect such property to make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be within the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may name Lender as mortgagee and/or as an additional loss payee.

In the event of damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall renewall notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for certain policies, Borrower shall promptly give to Lender all receipts of paid premiums and mortgagge and/or as an additional loss payee. Lender shall have the right to hold the policies and renewall rights to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee requested by Lender and renewall of such policies shall be subject to Lender's right to Borrower requesting payment.

All insurance policies required by Lender and renewall of such policies shall be subject to Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall acknowledge that the cost of the insurance coverage so obtained might significantly exceed the cost of protection Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower particularly type of amount of coverage. Therefore, such coverage shall cover Lender, but might not particular coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any coverage, at Lender's option and any of the coverages described above, Lender may obtain insurance determining result in an objection by Borrower.

If Borrower fails to determine resulting from an objection by Borrower.

imposed by the Federal Emergency Management Agency in connection with the review of any flood zone affected such delamination or certification. Borrower shall also be responsible for the payment of any fees services and subsequent charges each time changes occur which reasonably might certification and tracking services; or (b) a one-time charge for flood zone determination and certification with this Loan, either: (a) a one-time charge for flood zone determination, Borrower's choice, which right shall not be exercised unreasonably. Lender may require disapprove Borrower's choice, which right shall be chosen by Borrower subject to Lender's right to The insurance carrier providing the insurance shall be chosen by Borrower during the term of the Loan. requirements. What Lender requires pursuant to the preceding sentence can change during the term of the Loan. property against loss by fire, hazards included within the term "extended coverage," and any other insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This property insured against loss by fire, hazards included within the term "extended coverage," and any other service used by Lender in connection with this Loan.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting actions set forth above in this Section 4.

days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the

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excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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 beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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Mortgagee Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount that Borrower, the arranger is often termed "capitive reinsurance". Further:

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of the foregoing, may receive (directly or indirectly) amounts that are due to the Borrower or modifying the mortgage's risk in exchange for premiums paid to the arranger.

Mortgagee Insurance may have available (which may include funds obtained from a third source of funds agreements. These agreements may require the mortgagee insurer to make payments (or partials) to these on terms and conditions that are satisfactory to the mortgagee insurer and the other party (or parties) to enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are entered into by the mortgagee insurer to maintain Mortgage Insurance in effect, or to provide a non-reinsurable loss shall pay the premiums required to make separate payments toward the premiums for Mortgage Insurance.

Mortgagee Insurance reserves their total risk on all such insurance in force from time to time, and may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgagee Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if this Section 10 affords Borrower's obligation to pay interest at the rate provided in the Note.

Nothing in this Section 10 affords Borrower's obligation to pay interest at the rate provided in the Note.

Between Borrower and Lender providing for such termination or until termination is required by Applicable Law, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement reserving, until Lender's requirement for Mortgage Insurance is terminated a non-reinsurable loss shall pay the premiums required to make separate payments toward the premiums for Mortgage Insurance, Borrower required to make separate payments toward the premiums toward the fact that Lender reserves separately designated payments provided by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance, is obtained, and Lender requires separately designated payments toward the fact that the Loan is ultimately paid in full, and Lender no longer reserves payments if Mortgage Insurance coverage (in the amount and for the period that Lender can no longer reserve) shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require these payments as a non-reinsurable loss ceases to be in effect. Lender will accept, use and retain these payments as a non-reinsurable loss coverage ceased to be in effect. Lender reserves separately designated payments provided by Lender again becomes available, if substantially equivalent Mortgage Insurance coverage is not available, Borrower shall select to pay to Lender the amount of the substantially equivalent Mortgage Insurance coverage (in the cost to Borrower of the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower for Mortgage Insurance previously in effect, from an alternative Mortgage Insurance substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage toward the premiums for Mortgage Insurance, Borrower ceases to be available, Borrower shall provide separately designated payments toward the premiums required to make separate insurance that previously provided such insurance and Borrower was required to make separate insurance that the Mortgage Insurance required to maintain the Mortgage Insurance in effect. If, for any reason, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect, Lender reserves separately provided such insurance to Lender ceases to be available, Borrower shall become additional debt of Lender, and Lender reserves separately to the extent of the premium in writing.

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 lesseehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower disbursed by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off, secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the attorney's fees to protect its interest in the Property and/or rights under this Security Instrument, including its

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Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or

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16. GOVERNING LAW; SEVERABILITY; RULES OF CONSTRUCTION. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations contained in this Law.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's address as set by other means. Notice to any one Borrower shall be the Property Address unless Applicable Law expressly requires otherwise. The notice address shall consist of a street address to all Borrowers unless Borrower has designated a substitute notice address by notice to Lender. Borrower may change his address of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through the specific procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Lender in connection with this Security Instrument. Lender shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

If the Loan is subject to a law which: (a) maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal owed under the Note or by making a partial prepayment without any prepayment charge (whether or not a prepayment is provided for under the Note), Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights, under this Security instrument, including, but not limited to, attorney's fees, property inspection and valuation fees, in regard to any other fees, the absence of express authority in this Security instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security instrument or by Applicable Law.

13. Joint and Several Liabilities; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "Co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

any successors in interest of Borrower. Any forbearance by Lender in exercising any right or remedy without limitation, Lender's acceptance of payments from the amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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20. Sale of Note; Change of Lessor; Notice of Revocation. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Lessor Servicer") that collects Periodic Payments due under the Note and this Security Instrument and Applicable Law. There also might be one or more changes of the Lessor Servicer unrelated to a sale of the Note. If there is a change of the Lessor Servicer, Borrower will be given written notice of the change which will state the name and address of the new Lessor Servicer, the address to which payments should be made and any other information RESPA requires in connection with a case of acceleration under Section 18.

19. Borrower's Right to Revocation. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law may specify for the termination of Borrower's right to revocate; or (c) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays all sums which he or she would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other coveralls or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney fees, and other fees incurred for the purpose of protecting Lender's interest in the instrument and valuation fees, and other fees incurred for the protection of Borrower's property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and his or her rights under this Security Instrument are not violated by Borrower's failure to pay the sums secured by this Security Instrument, and to provide reasonable compensation to Lender for the expense of protection of his or her interest in the instrument and valuation fees, and other fees incurred for the protection of Borrower's property and rights under this Security Instrument, and (e) pays all sums which he or she would be due under this Security Instrument and the Note as if no acceleration had occurred; (f) certifies to Lender that Borrower has drawn upon an account established under the Note to pay the sums secured by this Security Instrument, shall continue unchanged unless Borrower's obligation to pay the sums secured by this Security Instrument, shall remain fully effective as if no acceleration had occurred. However, this right to revocation shall not apply in the case of acceleration under Section 18.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument. As used in this Security Instrument, (a) words of the masculine gender shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take

not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

22. 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 Section 18 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 Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

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-Borrower _____

(Seal) _____
(Seal) _____

-Borrower _____

(Seal) _____
(Seal) _____

-Borrower _____

(Seal) _____
(Seal) _____

PATRICIA KENNEDY

(Seal) _____

CHARLES KENNEDY

(Seal) _____

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

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STATE OF ILLINOIS,
I, *The undersigned*

County ss:

, a Notary Public in and for said county and

state do hereby certify that

*Charles Kennedy and Patricia
Kennedy and Anita Kennedy & Charles Kennedy*

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

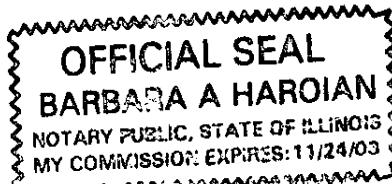
20th day of *July* 2001.

My Commission Expires:

11-24-03

Barbara A. Haroian

Notary Public



Initials: *C.K.
P.K.
A.K.
C.K.*

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1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **20th** day of **July**, **2001**,
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

National City Mortgage Co. (the
"Lender") of the same date and covering the Property described in the Security Instrument and located at:
5153 W CULLOM AVE, 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 following items now or hereafter attached to the
Property to the extent they are fixtures are added to the Property description, and shall also constitute the
Property covered by the Security Instrument: building materials, appliances and goods of every nature
whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property,
including, but not limited to, those for the purposes of supplying, or distributing heating, cooling, electricity,
gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus,
plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals,
washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods,
attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and
additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument.
All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if
the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument
as the "Property."

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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If Lender gives notice of default 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 Property; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower assigns notice of default to Lender: (i) all Rents received by Borrower shall be held by Lender until payment in full of the Rents assigned to Lender. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

Leases, in Lender's sole discretion. As used in this part of this instrument, "lease" shall mean "sublease" if the leases, in Lender's sole discretion, to modify, extend or terminate the existing leases and to execute new assignments, Lender shall have the right to do so. Unless Lender and Borrower otherwise agree in writing, Section 6 all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall receive the Rents of the Property 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 Section 22 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.

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. If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Lender until payment in full of the Rents assigned to Lender. 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.

Securitization instrument is on a leasehold. Leases, in Lender's sole discretion, to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this part of this instrument, "lease" shall mean "sublease" if the leases, in Lender's sole discretion, to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion, to do so. Unless Lender and Borrower otherwise agree in writing, Section 6 all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall receive the Rents of the Property 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 Section 22 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.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted. concerning Borrower's occupancy of the Property is deleted.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

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.

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.

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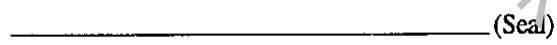
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

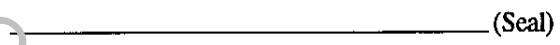

CHARLES KENNEDY
(Seal)
-Borrower

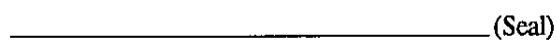

PATRICIA KENNEDY
(Seal)
-Borrower


ANITA KENNEDY
(Seal)
-Borrower


CHARLES KENNEDY
(Seal)
-Borrower


(Seal)
-Borrower


(Seal)
-Borrower


(Seal)
-Borrower


(Seal)
-Borrower

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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.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in

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 not cured or waive any right or invalidate any other right or remedy of Lender. Any assignment of Rents of the Property shall not cure or waive any right or invalidate when all the sums secured by the Security Instrument are paid in full.

Borrower represents and warrants that Borrower has not exercised his rights under this paragraph.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the security, and then to the sums secured by the Security Instrument pursuant to Section 9.

Property and of collecting the Rents any funds expended by Lender for such purposes shall become independent of Borrower to Lender under the Security Instrument pursuant to Section 9.

Rents and fees derived from the Property without any showing as to the inadequacy of the Property as

shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and fees due and owing the Rents, including, but not limited to, attorney's fees, premiums on the Property, and collection costs, insurance premiums, taxes, premiums on receiver's bonds, repair and maintenance costs, assessments and other charges on the Property and demand to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver shall be liable to the Security Instrument, (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to the Security Instrument, (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 collection costs, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, premiums on receiver's bonds, repair and maintenance costs, assessments and other charges on the Property and demand to account for only those Rents actually received; and (v) unless applicable law provides otherwise, all Rents

Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's