



UNOFFICIAL COPY

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Option One Mortgage Corporation
3, Ada
Irvine, CA 92618
ATTENTION: Quality Control

Loan Number: 041031608
CPI Number: 1705631



00173176

1933/0070 52 001 Page 1 of 6
2000-03-10 11:46:21
Cook County Recorder 31.50



00173176

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MODIFICATION AGREEMENT

Regarding Property Address: 4835 W FERDINAND STREET CHICAGO, IL 60644
Pin # (if applicable)

* If required by the County Recorder, the Legal Description will be attached hereto and made a part hereof.

THIS AGREEMENT made on October 04, 1999, by and between OPTION ONE MORTGAGE CORPORATION, herein designated as the BENEFICIARY and ERNEST CROSS AND VELMA GROSS HUSBAND AND WIFE IN JOINT TENANCY

herein designated as BORROWER(S).

WHEREAS, BENEFICIARY is the holder of a certain Promissory Note executed by Borrower(s) in the total amount of 90,000.00, dated May 24, 1999, which Note is secured by the Deed of Trust/Mortgage dated May 24, 1999, recorded in the Office of the County Recorder of Cook County, as Instrument Number 99539991 on June 07, 1999, of official Records as said County.

NOW THEREFORE, for value received, the parties hereto do modify the above referenced Mortgage PIN # 16-09-229-008

as follows: THIS MODIFICATION AGREEMENT IS BEING EXECUTED TO CORRECT THE FACT THAT the 1-4 Family Rider is absent from the Mortgage. A new 1-4 Family Rider is attached to the Modification Agreement so as to include it to the Mortgage.

Nothing herein contained shall in any manner whatsoever alter, amend, modify, or change any other terms or conditions of the above referenced Mortgage

Mortgage

except as to the Modification described above, nor shall any of the rights of the BENEFICIARY thereunder be specifically prejudiced by reason of this modification; all rights of the beneficiary shall be and shall remain in full force and effect as though this Modification had been originally specified in the original Note and/or Deed of Trust/Mortgage.

Ernest Cross 10-12-99
Borrower ERNEST CROSS Date

Velma Cross 10-12-99
Borrower VELMA CROSS Date

Borrower Date

Borrower Date

OPTION ONE MORTGAGE CORPORATION

BY: _____
Signature Assistant Vice President/Assistant Secretary

Assistant Vice President Shipping/QC

Print Name and Title

54
P-6
N-H
M-9
JHC

29.50

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Loan Number:

Borrower(s):

State of Illinois }
County of Cook } SS.

Title or Type of Document _____
Number of Pages _____ Date of Documents _____
Signer(s) Other than named below _____

On October 12, 1999 before me, Maria Rosado,
Notary Public, personally appeared Ernest Cross and Velma Cross,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Signature Maria Rosado (Seal)



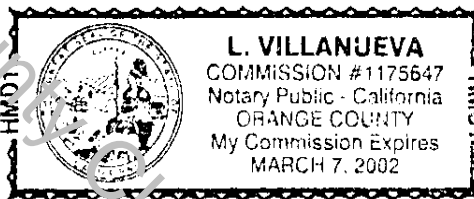
State of California }
County of Orange } SS.

Title or Type of Document _____
Number of Pages _____ Date of Documents _____
Signer(s) Other than named below _____

On Nov. 9, 1999 before me, Lilia Villanueva,
Notary Public, personally appeared Lee Oane,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Signature Lilia Villanueva (Seal)



State of _____ }
County of _____ } SS.

Title or Type of Document _____
Number of Pages _____ Date of Documents _____
Signer(s) Other than named below _____

On _____ before me, _____,
Notary Public, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

SECURITY INFORMATION
Subject to Inspection

Property of Cook County Clerk's Office

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[Faint, illegible text block]

Loan Number: 041031608 Servicing Number: 170563-1 Date: 05/24/99

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made May 24, 1999, 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

CENTURY MORTGAGE & FUNDING, INC., AN ILLINOIS CORPORATION
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2835 W FERDINAND STREET, CHICAGO, IL 60644

(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 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, panelling and attached floor coverings now or hereafter attached to the Property, 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."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

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

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

F. BORROWER'S OCCUPANCY. Unless lender and Borrower otherwise agree in writing, the first paragraph in Covenant 6 concerning Borrower's occupancy of the property is deleted. All remaining

MULTISTATE 1-4 FAMILY RIDER

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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, ILL. 60602
TELEPHONE: 312-603-3000

ASSIGNMENT OF LEASES. Upon Leader's request, Borrower shall assign to Leader all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Leader shall have the right to modify, amend or terminate the existing lease and to exercise new leases in the Property.

Leader shall be responsible for the maintenance, repair and replacement of the Property and shall collect from Borrower the costs of such maintenance, repair and replacement. Leader shall also be responsible for the collection of all taxes, assessments and other charges on the Property and shall be responsible for the payment of all such taxes, assessments and other charges. Leader shall also be responsible for the payment of all utility bills for the Property.

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Loan Number: 041031608

Servicing Number: 170563-1

Date: 05/24/99

Covenants and agreements set forth in Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph F, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of its intention to receive Rents after a default by borrower under the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of its intention to receive Rents to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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 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 full.

I. "ASSIGNMENT OF RENTS" MODIFIED. Any Covenant of the Security Instrument granting an Assignment of Rents to Lender is superseded by this Rider.

J. 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.

MULTISTATE 1-4 FAMILY RIDER

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STATE OF ILLINOIS COUNTY OF COOK DEPARTMENT OF CLERK OF COURTS OFFICE OF THE CLERK OF COURTS

IN SENATE, JANUARY 11, 1900.

Property of Cook County Clerk's Office

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00173176

LOT 19 AND THE EAST 20 FEET OF LOT 20 IN BLOCK 5 IN CRAFTS SUBDIVISION OF THE SOUTH EAST 1/4 OF NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RIGHT OF WAY OF CHICAGO AND NORTH WESTERN RAILROAD) IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office