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BOX 86

Novth Side Federal Savings

5159 N. Mork St.

Uriogo, DT. 60640

0020670544

Cook County Recorder

2002-06-14 13:54:58

1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY KIDE (is made this	12th	day of	JUNE	E	2002	, and is
incorporated into and shall be deemed in amend ar	nd supplem	ent the Mortga	ge, Deed of	Trust, or Securi	ty Deed (the	: "Security
Instrument") of the same date given by the undersign	ned (the "B	orrower") to se	cure Borrow	er's Note to		
NORTH SIDE FEDERAL S	SAVINGS	AND LOAN A	SSOCIATIO	ON OF CHICAG	<u>O</u> (the	"Lender")
of the same date and covering the Property described	d in the Sec	urity Instrumer	nt and located	d at:		
1451 W. Berv	yn Avenu	e, Chicago	, IL 606	540		
1-4 FAMILY COVENANTS. In addition to		ty Address]	nents made ir	the Security Ins	strument, Bo	rrower and

1-4 FAMILY COVENANTS. In addition to the Lower ants 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 Security Instrument, the following items now or hereafter attached to the Property to the extent hey are fixtures are added to the Property description, and shall also consulte 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, streens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all crowhich, 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 lessehold 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 Section 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.
- G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; 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,

UNOFFICIAL COPOX0670544 Page 2 of

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.

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 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 Rems of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Remts any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9. Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, 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 to be 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. CROSS-DEFAULT PROVISION. 30 rower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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

____(Seal)
-Borrower

-Dollowel

_____(Seal)

-Borrower

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND BY REFERENCE MADE
A PART HEREOF

Exhibit "A"

LOT 25 AND THE EAST 5 FEET OF LOT 26 IN BLOCK 3 IN ZERO PARK, BEING ZERO MARX SUBDIVISION OF BLOCK 1, 2, 3, AND 4 OF S.H. KERFOOT'S RESUBDIVISION OF LOTS 1 TO 20 INCLUSIVE IN LOUIS E. HENRY'S SUBDIVISION IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/K/A: 1451 WEST BERWYN AVENUE, CHICAGO, ILLINOIS 60640 The Or Cook County Clerk's Office

P/I/N: 14-08-123-013-0000