

PREPARED BY:  
BARB COLEY  
VILLA PARK, IL 60181

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

RECORD AND RETURN TO: **NOV 30 AM 10:30** 04006756

VILLA PARK TRUST & SAVINGS BANK  
10 SOUTH VILLA AVENUE  
VILLA PARK, ILLINOIS 60181

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **NOVEMBER 23, 1994**. The mortgagor is **KEVIN L. REDICK** AND DENISE C. REDICK, HUSBAND AND WIFE AS JOINT TENANTS

("Borrower"). This Security Instrument is given to the **VILLA PARK TRUST & SAVINGS BANK**, being the name of the institution or individual to whom the debt is due, and whose address is **10 SOUTH VILLA AVENUE**, VILLA PARK, ILLINOIS 60181 ("Lender"); Borrower owes Lender the principal sum of **ONE HUNDRED TWENTY NINE THOUSAND AND 00/100** Dollars (U.S. \$ 129,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **DECEMBER 1, 2009**. 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 **COOK COUNTY, ILLINOIS**:  
**LOT 9 IN BLOCK 3 IN GROVER C. ELMORE AND COMPANY'S CRAWFORD AVENUE FARMS, BEING A SUBDIVISION IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

Subject property is described in detail in the attached "Property Address" section of this instrument. The property is subject to the following easements, restrictions, covenants, conditions and other encumbrances, if any, as set forth in the attached "Property Address" section of this instrument. The property is subject to the following easements, restrictions, covenants, conditions and other encumbrances, if any, as set forth in the attached "Property Address" section of this instrument.

which has the address of **3947 WEST 192ND STREET, HOMEWOOD, ILLINOIS 60430**

Zip Code

("Property Address")

Street, City

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
VMP -6R(IL) 91011

VMP MORTGAGE FORMS • (313)283-8100 • (800)521-7291

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DPS 1089

Form 3014 9/90

X Initials *KR/AC*

BOX 333-CTI

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X / Initials  
Form 3014 9/90  
DPS 1080

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MD-ER(II) 10/01

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower sets forth above within 10 days of the giving of notice.

This Security Instrument, if Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take other steps to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender superimposing the lien to afford Lender a right to the payment of the lien in a manner acceptable to Lender's opinion (b) contains in writing to the Lender's office to prevent the Lender from foreclosing on the property covered by the lien in a manner acceptable to Lender (a) agrees in writing to the payment of the lien in a manner acceptable to Lender that the Lender has priority over this Security Instrument unless Borrower sets forth above within 10 days of the giving of notice.

If Borrower makes these payments directly, Borrower shall furnish to Lender receipts evidencing the payments.

To the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and thereafter pay amounts of ground rents, if any. Borrower shall pay third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Chargess;** Lenders, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under Paragraphs

this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender. If, under Paragraph 2, Lender shall require or sell the Property, Lender, prior to the disposition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by

Funds held by Lender. If the excess Funds in accordance with the requirements of applicable law, if the amount of the funds held by Lender to Borrower and Lender to make up the deficiency in the amount necessary to pay the Escrow items when due, Lender may so do, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower any twelve monthly payments, at Lender's sole discretion.

Interest on the amount necessary to pay the Escrow items when due, Lender may so do, in such case Borrower shall pay to Lender the amount necessary to pay the Escrow items when due, Lender may so do, in such case Borrower shall

without charge, an annual account of the Funds showing credits and debits to the Funds and the purpose for which each item is not sufficient to pay the Escrow items when due, Lender may so do, in such case Borrower shall give to Borrower, Borrower and Lender may agree in writing, however, that Lender shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall do the required to pay Borrower any interest or earnings on the Funds, used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or a charge, however, Lender may require Borrower to pay an one-time charge for an independent real estate tax reporting service verifying the Escrow items, unless Lender may not charge Borrower for holding and applying the Funds, usually involving the escrow account, or Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually involving the escrow account, or Escrow items, Lender is such a institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the (including Lender, if Lender is such a institution) or in any institution whose deposits are insured by a federal agency, instrumentality, or entity.

The Funds shall be held in a institution whose deposits are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future

sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended for, if me to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loans may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items".

if any; (e) yearly mortgage insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, or ground rents on the Property, if any; (f) any sums payable by Borrower to Lender, in accordance with

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 attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold premiums

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and my prepayment and late charges due the Note.

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgagie, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter located on the property, shall additions shall be covered by this Security fixtures now or hereafter a part of the property. All replacement and additions shall be covered by the property, and instruments.

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**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 not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether 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. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements 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 in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable with interest, upon notice from Lender to Borrower requesting payment.

**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

DPS 1091  
Form 3014 9/90

WMP -BRILL (61011)  
Page 3 of 6  
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क्रमांक

पृष्ठा ५ ऑफ ६

मार्गदर्शक नं १००१

Form 3D1A ३/९०  
DPS 1092

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

to be severable.

15. Governing Law. This Security Instrument shall be governed by law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared

jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared

Leender's address stated herein at any other address Leender designates by notice to Borrower. Any notice provided for in this Note or any other address Borrower designates by notice to Leender. Any notice to Leender shall be given by First class mail to

or by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing it or by mailing

prepaid envelope charge under the Note.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or, if note otherwise without any payment to Borrower; If a refund reduces principal, the reduction will be treated as a partial prepayment without any Borrower. Leender may choose to make this refund by reducing the principal owed under the Note or by making a direct to the permitted limits; and (b) any sums already collected from Borrower which exceed paid limits will be reduced if the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the instrument but does not exceed the original amount of the Note; (c) is co-signing this Security Instrument only to mortgagor, joint and several liability for principal and interest of this Security

17. Borrower's cover-ups and agreements shall be joint and several. Any Borrower who co-signs this Security

Security Instrument shall bind and benefit the successors and assigns of Leender and Borrower, subject to the provisions of

paragraph 17. Borrower's cover-ups and agreements shall be joint and several. Any Borrower who co-signs this Security

make any accommodations with regard to the terms of this Security Instrument or, if note otherwise without any payment to

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The cover-ups and agreements of this

exercise of any right or remedy.

11. Borrower Not Released; Future Income By Leender Not A Winner. Extension of the time for payment or modification of the sum secured by this Security Instrument by Leender in exercising any right or remedy shall not be a waiver of or preclude the successors in interest. Any forbearance by Leender in exercising any right or remedy shall not be a waiver of or preclude the sum secured by this Security Instrument and (c) agrees that Leender and any other Borrower may agree to extend, modify, forgive or compromise proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization not operate to release the liability of the original Borrower or Borrower's successor in interest. Leender shall not be required to amortization of the sum secured by this Security Instrument granted by Leender to any successor in interest of Borrower shall

award or settle a claim for damages, Borrower fails to respond to Leender within 30 days after the date the notice is given,

If the Property is abandoned by Borrower, or if, after notice to Borrower that the condominium offers to make an

possession the due date of the monthly payments 1 and 2 or change the amount of such payments.

Unless Leender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

secured by this Security Instrument, whether or not the sum due.

Leender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum awarded or settle a claim for damages, Borrower fails to respond to Leender within 30 days after the date the notice is given, If the Property is abandoned by Borrower, or if, after notice to Borrower that the condominium offers to make an

be applied to the sums secured by this Security Instrument whether or not the sum due.

unless the power and Leender otherwise agrees in writing or unless otherwise provides, the proceeds shall market value of the Property immediately before the taking is less than the amount of the sum secured immediately before the market the taking, Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair before the taking, Any balance before the taking, divided by (b) the fair market value of the Property immediately amount of the sum secured immediately before the taking, divided by (b) the fair market value of the Property immediately

Security instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total

Security instrument immediately before the taking, unless Borrower and Leender otherwise agrees in writing, the sum secured by

market value of the Property immediately before the taking is equal to or greater than the amount of the sum secured by the fair

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

in the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security Instrument,

shall be paid to Leender.

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's notice in the time of prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Leender or his agent may make reasonable inspection of the Property, Leender shall give

insurance ends in accordance with any written agreement between Borrower and Leender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgagage that Leender requires) provided by an insurer approved by Leender becomes available and is obtained, Borrower shall pay

payments may no longer be required, at the option of Leender, if mortgagage insurance coverage (in the amount and for the period

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

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

DPS 1053  
Form 3014 9/90

X Initials: KLB/LDR

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Form 3014 9/90

DPS 1094

My Commision Expiration  
My Commission Expires: 6/28/98  
Notary Public, State of Illinois  
Notary Public Seal  
This instrument is valid throughout

Given under my hand and official seal, this 23rd day of November, 1994.

I, the undersigned, having delivered the said instrument as THEIR free and voluntary act for the uses and purposes herein set forth,  
subscribe and acknowledge before me this day in person, and acknowledge that the  
personally known to me to be the above person(s) whose name(s)

that KEVIN L. REDICK AND DENISE C. REDICK, HUSBAND AND WIFE AS JOINT TENANTS  
County ss:

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security Instrument and  
in any rider(s) executed by Borrower and recorded with it.

- Witnesses:
- (Check applicable boxes) [ ] V.A. Rider  
[ ] Balloon Rider  
[ ] Credit Union Rider  
[ ] 1-4 Family Rider  
[ ] condominium Rider  
[ ] Biweekly Payment Rider  
[ ] Planned Unit Development Rider  
[ ] Rate Improvement Rider  
[ ] Second Home Rider  
[ ] Other(s) [Specify]

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

**UNOFFICIAL COPY**  
**ASSIGNMENT OF RENTS**

04006757

LOAN #

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,  
KEVIN L. REDICK AND DENISE C. REDICK

In consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over unto  
VILLA PARK TRUST & SAVINGS BANK

Its successors and/or its assigns, a corporation organized and existing under the laws of the  
THE STATE OF ILLINOIS (hereinafter referred to as the Association) all the rents, issues and profits  
now now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any  
letting of or any agreement for the use or occupancy of any part of the following described premises:

SEE ATTACHED RIDER

Commonly Known as 3947 WEST 192ND STREET, HOMEWOOD, ILLINOIS 60430  
31-11-104-001-0000

It being the intention of the undersigned to hereby establish an absolute transfer and assignment of all such leases and agreements and all the  
avails thereunder unto the Association, whether the said leases or agreements may have been heretofore or may be hereafter made or agreed to, or  
which may be made or agreed to by the Association under the power herein granted.

The undersigned do hereby irrevocably appoint the said Association their agent for the management of said property, and do hereby authorize  
the Association to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection  
with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as  
it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming  
anything and everything that the Association may do.

It being understood and agreed that the said Association shall have the power to use and apply said avails, issues and profits toward the  
payment of any present or future indebtedness or liability of the undersigned to the said Association, due or to become due, or that may hereafter  
be contracted, and also toward the payment of all expenses and the care and management of said premises, including taxes and assessments  
which may in its judgment be deemed proper and advisable, hereby ratifying and confirming all that said Association may do by virtue hereof. It  
being further understood and agreed that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied  
by them at a rate per month fixed by the Association, and a failure on their part to promptly pay said rent on the first day of each and every month  
shall, in and of itself constitute a forcible entry and detainer and the Association may in its own name and without any notice or demand, maintain  
an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and  
inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a covenant  
running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Association  
shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Association will not exercise any of its rights under this Assignment until after default in the payment of  
any indebtedness or liability of the undersigned to the Association.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 23RD day of  
NOVEMBER A.D. 1994

23RD day of

(SEAL)

(SEAL)

KEVIN L. REDICK

(SEAL)

(SEAL)

DENISE C. REDICK

STATE OF ILLINOIS

COUNTY OF

BRENDA VERNON

a Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY THAT

KEVIN L. REDICK AND DENISE C. REDICK, HUSBAND AND WIFE AS JOINT

personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared  
before me this day in person, and acknowledged that THEY signed, sealed and delivered the said instrument as  
THEIR free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notary seal, this 23RD day of

A.D. 19

"OFFICIAL SEAL"

Brenda Vernon  
Notary Public, State of Illinois  
My Commission Expires 5/18/98

Notary Public

Rev. 08/07/84 DPS 578

UNOFFICIAL COPY

BOX 333-CTI

DPS 831

04006757

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
24 NOV 30 AM 10:30

04006757

LOT 9 IN BLOCK 3 IN GROVER C. ELMORE AND COMPANY'S CRAWFORD AVENUE  
FARMS, BEING A SUBDIVISION IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF  
SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

RIDER - LEGAL DESCRIPTION