Prepared by: Du Satko, Dawn

Return original to:

Chase Manhattan Mortgage Corporation

4915 Independence Parkway

Tampa, Florida 33834-7540

Attn: Post Production Servi

01028002

(Space Above This Line For Recording Data)

8820287

MORTGAGE

THIS MORTGAGE ("Socurity Instrument") is given on

November 30, 1994

. The mortgager is

PETER SANDOR LANGMAR, SINGLE NEVER MARRIED

("Borrower"). This Security instrument is given to

which is organized and existing under the laws of

AFT/FIDAY9X#E/PBFFFAFF/5995PPFPF/#398/ 7. -

the State of Illinois , and whose address is

AABB/BABT/BT//BULTE/AAB/BPBB/BRBYE/AL/BBBB/ 950 NORTH ELMIURST ROAD MOUNT PROSPECT, ("Lender"). Borrower owes Lender the principal sum of One Hundred Ninety Thousand and No/100 ---- 6005 60056 190,000,00). This dent 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, 2024 . This Security Instrument secures to Londor: (a) the repayment of the debt

evidenced by the Note, with interest, and all rene vals, 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 updet 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:

THE SOUTH 1/2 OF LOT 18 IN BLOCK 4 IN HANSBROUGH AND HESS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNS 35, 40 NORTH, RANGE 13, EAST OF

THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TA: NO. 13-36-304-010-0000

DEPT-01 RECORDING

133,50

which has the address of

1927 NORTH HUMBOLDT [81/001]

C/6/4'S

140034 1846 7648 12/08/94 10142100 CH GUOD 14 - 102800:

Illinois

80801 60647

("Property Address");

(Zip Code)

TOGETHER WITH all the improvements now or hereafter creeted on the property, and all easements, appurtenances, and fixtures now or horeafter 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 "Property."

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

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

Tax ID Number

ILLINOIS-Single Family-Fannie Mae/FreddieMac UNIFORM INSTRUMENT MTG1IL Page 1 of 5

Form 3014 9/00 Revised Date 11/1/94

Property of Coot County Clert's Office

700×

UNIVOICH COVENANTS, Horrower and Londor covenant and agree as follows:

- i. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance, Subject to applicable law or to a written waiver by Lender, Herrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance promiums; (d) yearly flood insurance promiums, if any; (a) yearly mortgage insurance promiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance promiums. These items are called "Increw Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's exceed account under the federal Real Batate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2001 et seq. ("RRSPA"), unless another law that applies to the Punds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Punds due on the basis of current data and reasonable estimates of expenditures of future Escrew 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 Londer, if Londer is such an institution) or in any Federal Home Loan Bank. Londer shall apply the Funds to pay the Escrew teems. Londer may not charge Borrower for holding and applying the Funds, annually analyzing the escrew account, or veraying the Escrew Items, unless Londer pays Borrower interest on the Funds and applicable law permits Londer to make one, a charge. However, Londer may require Borrower to pay a one-time charge for an independent real estate tax reporting, or ice used by Londer in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made a applicable law requires interest to be paid, Londer shall not be required to pay Borrower any interest or carnings on the forcest. Borrower and Londer may agree in writing, however, that interest shall be paid on the Funds. Londer shall give to forcewer, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender execut the amounts permitted to be held by applicable law, Londer shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrew Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Londer's sole discretion.

Upon payment in full of all sums secured by the Security Instrument, Londor shall promptly refund to Borrower any Funds hold by Lender. If, under paragraph 21, Londor shall acquire or soil the Property, Londor, prior to the acquisition or sale of the Property, shall apply any Funds hold by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Phymonts. Unless applicable law free less otherwise, all phymonts received by Londor under paragraphs I and 2 shall be applied: first, to any prophyment charges due under the Note; second, to amounts phyable under paragraph 2; third, to interest due; fourth, to principal due; and last, an hy late charges due under the Note.
- 4. Charges; Lions. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and Ionschold premions or ground routs, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender ell notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security laste ment unless Horrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Londor; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londor's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement, satisfactory to Londor subordinating the lien to this Security Instrument. If Londor determines that any part of the P. oper y is subject to a lien which may attain priority over this Security Instrument, Londor may give Borrower a notice identitying the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereaft it exected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazard, including floods or flooding, for which Londer requires insurance. This insurance shall be maintained in the amounts and for the periods that Londer requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Horrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Londer's rights in the Property in accordance with paragraph 7.

All insurance policies and renowals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renowals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renowal 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 Londor and Horrower 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 Londor's security is not lessened. If the restoration or repair is not economically feasible or Londor'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 Horrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Londor that the insurance carrier has offered to settle a claim, then Londor may collect the insurance proceeds. Londor 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.

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Unless Lander 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 Londer, 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 same secured by this Security instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Louseholds. 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, unloss Londor 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. Horrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Londor's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Londor's security interest. Borrower may care such a default and roinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Leader's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the Borrower's interest in the Property or other material impairment of the Borrower's 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 falled 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 load. I Borrower nequires fee title to the Property, the leasehold and the fee title shall not merge unless Londer agrees to the merger in widting.
- 7. Protection of London's Rights in the Property. If Horrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect London's rights in the Property (such as a proceeding in bankruptcy, probate, for condernation or forfeiture or to enforce laws or regulations), then London may do and pay for whatever is necessary to protect the value of the Property and London's rights in the Property. London's actions may include paying any sums secured by a lien which has priority over an's Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Althought and entering on the Property to make repairs. Althought and may take action under this paragraph 7, London 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 ag ee 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, 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the insurance in the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Foreover shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for increase insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Londer or its agent may make reasonable entries upon and importions of the Property. Londer shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or emisquential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condermation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately bare of the Property immediately before the taking of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Leader otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is nutherized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Londer 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 such payments.

11. 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 Londer to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Londer shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Londer in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Londor and Borrower, subject to the provisions of paragraph 17. Horrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 Londor and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Lann Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum from 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. Leader 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, the reduction will be treated as a partial propayment without any propayment charge under the Note.
- 14. Notices. Any notice to Horrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Horrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law: Invertibility. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is related. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict small not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Barrawar's Copy. Borrow r shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property of 2 Sensificial Interest in Barrower. If all or any part of the Property of 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 Londor's prior written consent, Londor may, a be option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be recreised by Londor if exercise is prohibited by federal law as of the date of this Security Instrument.

If Londor exercises this option, Londor shall give Norrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered by making which Borrower must pay all sums secured by this Security Instrument. If Horrower falls to pay these sums prior to the expiration of this period, Londor may invoke any remedies permitted by this Security Instrument without further notice or down id 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 countries 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 atterneys' fees; and (d) takes such action as Lender may reasonable require to assure that the lieu of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the same 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 Lografier 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 rate 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 affectly that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or morage 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 Proporty 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, "Fluxardous 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 petroleus products, toxic petroleus and herbicides, volatile solvents, materials containing asbestos or formuldehyde, 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-UNIPORM COVENANTS. Borrower and Leader 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 cared; and (d) that fallure to cure the default on or before the date specified in the notice may result in acceleration of the same 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. Watver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Rider, 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 each such rider shall be incorporated into and shall amend and supplement the resonants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, [Check applicable box(es)]

Adjustable Care Rider Condominium Rider X 1-4 Pamily Rider Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider Balloon Rider Cher(s) [specify] BY SIGNING BELOW, Borrowe accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:
Da S Q (as puna
PETEN JAN U. LANGMAR BONOWA
Bollower
4
Bollowel
4
(SEAL)
[Space Below This Line For Adknowledgment]
STATE OF Sellines
COUNTY OF
hereby certify that the same person(s) whose name(s) is/are 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 north seal this 50.42 day of Maringles, 19 99

My Commission expires:

KARELL T. BERRY

That washes state of Illinois
Lity Commits ion Expires 4/20/98

8820287

UNOFFICIAL COPY 12.2

1-4 FAMILY RIDER Assignment of Ronts

THIS 1-4 FAMILY RIDER is made this 30th day of November, 1994 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 NOV MONTANY /OF /WATHOUS / . /# /WWW/W /Oo/ppon/eV/on/
FIRST HOME MORIGAGE CORPORATION

("Lender") of the same date and covering the Property described in the Security Instrument and located at 1927 NORTH HUMBOLDT GHICAGO, IL EGEGY 60647

[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, or, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purpose, of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, buth tubs, water heaters, water closets, sinks, ranges, stoves, refrige aters, 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 Froperty 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 Lenger'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 Uniform Covenant 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is do'cted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of 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 Reschold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN FOSCESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Reits") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Linder'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 paragraph 21 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 breach 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 the costs of taking control of and managing the Property and collecting the Rents, including, but not limited the attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxed 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 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 Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Ronts and has not and will not perform any act that would prevent Londer 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.

1. 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.

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

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