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This instrument was prepared by:

Name: **Wendy Doornbos**

Address:

**BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527**

After Recording Return To:

**BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527**



Doc#: 0423746028
Eugene "Gene" Moore Fee: \$56.00
Cook County Recorder of Deeds
Date: 08/24/2004 08:03 AM Pg: 1 of 17

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **August 14, 2004**, together with all Riders to this document.

(B) "Borrower" is **EULA L GADDIS FORMERLY KNOWN AS EULA DURR DIVORCED AND NOT SINCE REMARRIED**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **BankFinancial, F.S.B.**

Lender is a **Savings Bank** organized and existing under the laws of **The United States of America**. Lender's address is **15W060 North Frontage Road, Burr Ridge, IL 60527**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **August 14, 2004**. The Note states that Borrower owes Lender **Forty Nine Thousand and no/100**

Dollars (U.S. \$ 49,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **September 01, 2034**

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

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

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

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

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

1800349512

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

ITEM 1876L1 (0011)

(Page 1 of 11 pages)

Form 3014 1/01

GREATLAND ■

To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

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1800349512
MILWAUKEE COUNTY
1800349512

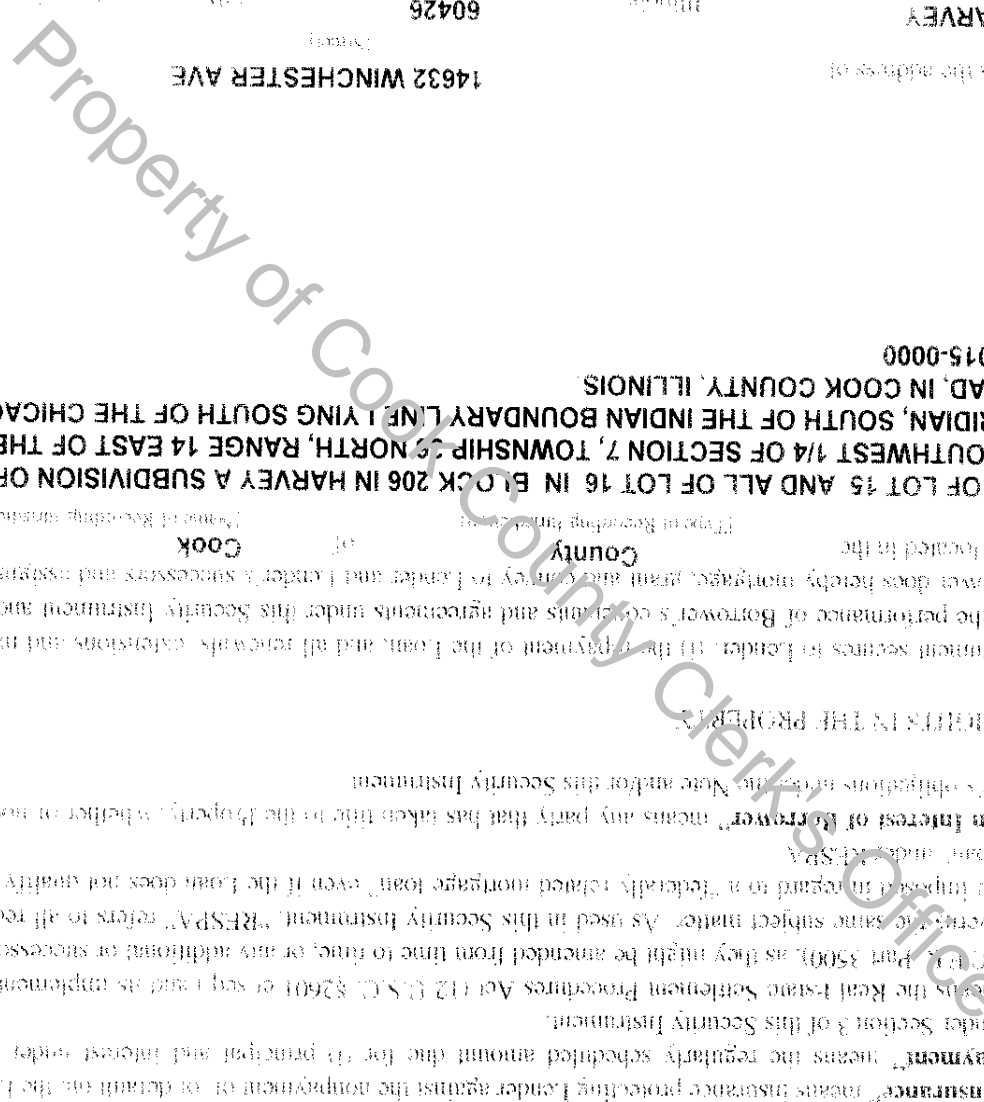
TOGETHER WITH all the improvements now or hereafter erected on the property, and of easements, appurtenances, and fixtures now or hereafter in part of the property, all replacements and additions shall also be conveyed by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

14632 WINCHESTER AVE
Chicago, Illinois 60426
1774-0001
The Property address is:

THE SOUTH 1/2 OF LOT 15 AND ALL OF LOT 16 IN BLOCK 206 IN HARVEY A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 25 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE LYING SOUTH OF THE CHICAGO GRAND TRUNK RAILROAD, IN COOK COUNTY, ILLINOIS.
PIN# 29-07-215-015-0000

TRANSFER OF RIGHTS IN THE PROPERTY
Cook County, Illinois
Type of Recording Instrument: Name of Recording Instrument: Cook

- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, pre-authorized transfer, automatic debits, recurring transfers, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award or damages, or proceeds paid by any third party (other than insurance proceeds) paid under the coverages described in Section 51 for (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) insurances of, or omissions as to, the value and/or condition of the Property.
- (M) "Mortgage Insurance" means insurance provided by Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note; plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a federally related mortgage loan, even if the Loan does not qualify as a federally related mortgage loan, under RESPA.
- (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note under this Security Instrument.



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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.

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payment is due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower

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ILLINOIS — State Land — Public Use/Right of Easement — INSTRUMENT 1800349512

If Borrower fails to maintain any of the coverages described above, Lender may, at its option, require Borrower to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the condition of the Property, against any risk, hazard or liability and might provide insurance or hazard coverage that was not intended to cover the Property.

5. Property Insurance. Borrower shall keep the improvements now existing or being erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other risks including, but not limited to, earthquakes and flooding, for which Lender requires insurance. This insurance shall be maintained at the mortgagee's (including deductible levels) and for the periods that Lender requires. When Lender requires providing the insurance shall be, at least, the coverage set forth in the attached schedule of coverages and shall be maintained until the insurance carrier provides written notice of cancellation or non-renewal. Borrower shall be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, in connection with the review of any flood zone determination resulting from an objection by Borrower.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan. Borrower shall keep the improvements now existing or being erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other risks including, but not limited to, earthquakes and flooding, for which Lender requires insurance. This insurance shall be maintained at the mortgagee's (including deductible levels) and for the periods that Lender requires. When Lender requires providing the insurance shall be, at least, the coverage set forth in the attached schedule of coverages and shall be maintained until the insurance carrier provides written notice of cancellation or non-renewal. Borrower shall be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, in connection with the review of any flood zone determination resulting from an objection by Borrower.

Lender shall promptly discharge any lien which has priority over this Security Instrument unless Borrower or its agent is willing to the payment of the obligation secured by the Lien in a manner acceptable to Lender, but only as long as Borrower is performing such agreement, by contesting the Lien in good faith by, or defends against enforcement of the Lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the Lien on agreement satisfactory to Lender, and such proceedings are conducted or controlled by the Lienor. Lender determines that any part of the Property is subject to a lien, which can attach priority over this Security Instrument. Lender may give Borrower notice identifying the lien. Within 15 days of the notice, Borrower shall satisfy the Lien or take one or more of the actions set forth above in this Section 4.

4. Charges. Lender shall pay all taxes, assessments, charges, taxes, and impositions attributable to the Property, which can attach priority over this Security Instrument, including payments or ground rents on the Property, if any, and (Community Association Fees, Fees, and Assessments, if any). To the extent that these items are assessed, levied, imposed, or assessed upon Borrower, Lender shall promptly discharge any lien which has priority over this Security Instrument unless Borrower or its agent is willing to the payment of the obligation secured by the Lien in a manner acceptable to Lender, but only as long as Borrower is performing such agreement, by contesting the Lien in good faith by, or defends against enforcement of the Lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the Lien on agreement satisfactory to Lender, and such proceedings are conducted or controlled by the Lienor. Lender determines that any part of the Property is subject to a lien, which can attach priority over this Security Instrument. Lender may give Borrower notice identifying the lien. Within 15 days of the notice, Borrower shall satisfy the Lien or take one or more of the actions set forth above in this Section 4.

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower or its agent is willing to the payment of the obligation secured by the Lien in a manner acceptable to Lender, but only as long as Borrower is performing such agreement, by contesting the Lien in good faith by, or defends against enforcement of the Lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the Lien on agreement satisfactory to Lender, and such proceedings are conducted or controlled by the Lienor. Lender determines that any part of the Property is subject to a lien, which can attach priority over this Security Instrument. Lender may give Borrower notice identifying the lien. Within 15 days of the notice, Borrower shall satisfy the Lien or take one or more of the actions set forth above in this Section 4.

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previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

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

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

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any other terms of the Loan. Such agreements will not increase the amount Borrower has agreed to pay for Mortgage Insurance, and they will not entitle Borrower to any refund.

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or of the premiums paid to the insurer, the arrangement is often termed "negative reimbursement." Further, if such agreement provides that an affiliate of Lender takes a share of the insurer's risk to exchange for a share of the portion of Borrower's payments for Mortgage Insurance in exchange for sharing or modifying the mortgage insurer's share of the loss of any of the foregoing, any receipt (directly or indirectly) amounts that derive from or might be characterized as a result of these agreements. Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any include funds obtained from Mortgage Insurance premiums.

insurer to make payments using any source of funds that the mortgage insurer may have available which may satisfy to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to share or modify their risk, or reduce losses. These agreements are on equal and conditions that are Mortgage insurer evaluate their total risk on all such insurance in force from time to time and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on equal and conditions that are does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurance reimburses Lender for any equity that purchases the Note for debt in cases it may incur if Borrower provided in the Note.

reimbursement is required by Applicable Law. Nothing in this Section (b) affects Borrower's obligation to pay interest at the rate insurance ends to be enforce with any written agreement between Borrower and Lender providing for such termination or non-continue Mortgage Insurance in effect, or to provide a non-refundable loss reserve. Borrower shall pay the premiums required to separately designated payments toward the premiums for Mortgage Insurance. Borrower shall pay the premiums required to Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make again becomes available to obtain, and Lender requires separately designated payments toward the premiums for Mortgage Mortgage Insurance coverage on the amount and for the period the Lender requires) provided by an insurer selected by Lender required to pay. Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be effect. Lender will accept, use and retain these payments in a non-refundable loss reserve in lieu of Mortgage Insurance, such pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments toward the premiums for Mortgage Insurance previously in effect, at a cost premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost required to make separately designated payments toward the premiums for Mortgage Insurance. Borrower shall pay the required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was pay the premiums required to maintain the Mortgage Insurance in effect. If for any reason, the Mortgage Insurance coverage required by Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall

10. Mortgage Insurance. Lender required Mortgage Insurance as a condition of making the Loan. Borrower shall acquire fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower interest, upon notice from Lender to Borrower requesting payment.

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

Lender incurs no liability for not taking any of all actions authorized under this Section 9. Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that take action under this section 9. Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may fund to enclose the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not (c) appearing in court, and (d) paying reasonable attorney's fees to protect its interest in the Property and/or rights under the can include, but are not limited to: (a) paying any taxes secured by a lien which has priority over this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions, however is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, instrument or to enforce laws or regulations; or (c) Borrower has abandoned the Property, then Lender may do and pay for bankruptcy, provided for determination or forfeiture for enforcement of a lien which may attach priority over the Security rights to perform the covenants and agreements contained in this Security Instrument, but there is a legal proceeding that might significantly affect Lender's interest in the Property under this Security Instrument, such as a proceeding in bankruptcy, provided for determination or forfeiture for enforcement of a lien which may attach priority over the Security

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(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

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

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

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

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

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

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

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If all or any part of the Property or any interest in the Property is sold or transferred for a Borrower is not a natural person and a beneficial interest in the Property is sold or transferred without Lender's prior written consent, Lender may require transfer of title by Borrower at a future date to a purchaser.

transferred in a bond for deed contract for deed, including sales contract or other agreement, the date of which is the "Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument word "may" gives sole discretion without any obligation to take any action. As used in this Security Instrument, (a) words of the masculine gender shall mean and include corresponding female words or words of the feminine gender; (b) words in the singular shall mean and include corresponding plural words or words of the feminine gender; (c) words in the plural shall mean and include corresponding singular words or words of the masculine gender. Any provision of this Security Instrument or the Note which may be given effect without the

contrary provision. 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 or the Note which may be given effect without the parties to agree by contract or it might be silent but such silence shall not be construed as a public policy agreement, by any subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law

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

waver of any right of action Borrower might have arising out of such overcharge. Borrower's agreement to pay such refund made by direct payment to Borrower will constitute a reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the from Borrower which exceeds a prepayment limit will be refunded to Borrower. Lender may choose to make this refund by charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected other loan charges collected (or to be collected in connection with the Loan exceed the permitted limits, then (a) any such loan If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for

Security Instrument. A change in specific fee to Borrower shall not be construed as a prohibition on the charging of such fee or attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this the purpose of protecting Lender's interest in the Property, and rights under this Security Instrument, including, but not limited

13. Joint and Several Liability; Co-signers; Successors and Assigns Found. Borrower, co-signers, successors and assigns are

subject to the provisions of Section 15, any successor in interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this security instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument, unless Lender agrees in such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 25) and benefit the successors and assigns of Lender.

modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent. Lender agrees that Lender and any other Borrower may agree to extend

but does not execute the same or co-signer (as to extending this Security Instrument) only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the joint and several liability shall be joint and several. However, any Borrower who co-signs the Security Instrument

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immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Eula L. Gaddis F/K/A Eula Durr _____ (Seal) _____ (Seal)
 EULA L GADDIS, FORMERLY KNOWN AS -Borrower -Borrower
 EULA DURR

_____ (Seal) _____ (Seal)
 -Borrower -Borrower

_____ (Seal) _____ (Seal)
 -Borrower -Borrower

Witness: _____ Witness: _____

State of Illinois
 County of *Cook*

This instrument was acknowledged before me on *August 14, 2004* (date) by
EULA L. GADDIS K/K/A EULA DURR (name[s] of person[s]).

Sharon L. Johnson _____
 Notary Public



1800349512

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

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GREATLAND ■
 To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

UNOFFICIAL COPY**FIXED/ADJUSTABLE RATE RIDER****(One-Year Treasury Index—Rate Caps)**

THIS FIXED/ADJUSTABLE RATE RIDER is made this **14th** day of **August 2004**, 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 ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to **BankFinancial, F.S.B.**

("Lender") of the same date and covering the property described in the Security Instrument and located at:

**14632 WINCHESTER AVE
HARVEY, IL 60426**

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of **5.2500%**. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of **September 2009**, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Three and One Quarter** percentage points (**3.2500%**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

**MULTISTATE FIXED/ADJUSTABLE RATE RIDER—ONE-YEAR TREASURY INDEX—Single Family—
Fannie Mae Uniform Instrument**

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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **7.2500 %** or less than **3.2500 %**. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest will never be greater than **10.2500 %**.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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

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

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 given in accordance with Section 15 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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment

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sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 given in accordance with Section 15 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Fixed/Adjustable Rate Rider.

Eula L Gaddis F/K/A Eula Durr (Seal)
EULA L GADDIS, FORMERLY KNOWN -Borrower
AS EULA DURR

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

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1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **14th** day of **August 2004**, 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 **BankFinancial, F.S.B., Savings Bank**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**14632 WINCHESTER AVE
HARVEY, IL 60426**

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

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

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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, 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 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 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 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. 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.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 through 3 of this 1-4 Family Rider.

Eula L. Gaddis F/K/A Eula Durr (Seal)
EULA L GADDIS, FORMERLY KNOWN -Borrower
AS EULA DURR

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Property of Cook County Clerk's Office