

UNOFFICIAL COPY

85 225 795

COOK COUNTY, ILLINOIS
FILED FOR RECORD

85 225 795

1985 OCT -8 PH 2: 09

85225795

1900

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 30,
1985. The mortgage is GORDON ROSENTHAL and JULIE K. ROSENTHAL, his wife,
 _____ ("Borrower"). This Security Instrument is given to
CITY MORTGAGE COMPANY _____, which is organized and existing
 under the laws of Nevada _____, and whose address is 7995 IRT Freeway,
Dallas, Texas 75241 _____ ("Lender").
 Borrower owes Lender the principal sum of NINETY-ONE THOUSAND FOUR HUNDRED and NO/100 _____
 _____ Dollars (U.S. \$ 91,400.00 _____). This debt is evidenced by Borrower's note
 dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
 paid earlier, due and payable on October 1, 2015 _____. This Security Instrument
 secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
 modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
 Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
 the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
 located in _____ Cook _____ County, Illinois:

Lot 19 in Oak Knoll Farms Unit Number 2, being a Subdivision of part of the East 1/2
 of Section 22, Township 41 North, Range 9, East of the Third Principal Meridian, in
 Cook County, Illinois.

Real Estate Tax Index No: 06-22-401-001-0000 **IK**

which has the address of 18 Washington Ct. _____ Streamwood _____
 _____ [Street] _____ [City]
 Illinois 60103 _____ ("Property Address");
 _____ [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
 appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
 hereafter 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 seised 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.

85 225 795

UNOFFICIAL COPY

58 225 765

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due 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, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attach in priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, 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 the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, which may attach prior to the Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all 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 Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach prior to this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improved premises now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Storage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, 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, 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 before the taking. Any balance shall be paid to Borrower.

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 authorized 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 Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. **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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender 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 Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **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 Lender and Borrower, subject to the provisions of paragraph 17. Borrower'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 Lender 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.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan 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. Lender 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 prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notices.** Any notice to Borrower 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 Borrower. 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; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause 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 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. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

85
225
795

MORTGAGE RIDER

THIS MORTGAGE RIDER ("Rider") modifies and supplements the mortgage ("Security Instrument" or "Mortgage") securing the Note of even date with the Mortgage executed and delivered by the undersigned ("Borrower") to CTX Mortgage Company ("Lender"). Whenever there is any conflict between this Rider and the printed form Mortgage, the provisions of this Rider shall be paramount and the Mortgage shall be construed accordingly.

This Rider shall be in effect only so long as CTX Mortgage Company, its successors and assigns, other than Federal Home Loan Mortgage Corporation or Federal National Mortgage Association, are the owners and holders of the Note. In the event Federal Home Loan Mortgage Corporation or Federal National Mortgage Association becomes the owner of the Note, then this Rider shall be null and void and of no further force and effect.

1. Paragraph 2 of the Mortgage is hereby deleted and the following is hereby substituted therefor:

*2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall, concurrently with the execution and delivery of this Security Instrument, deposit in any escrow account established by Lender to assure payment of taxes, assessments, hazard insurance premiums, private mortgage insurance premiums and other impositions relative to the Property, an aggregate sum equal to (a) the total amount of such charges attributable to the period from the last date on which each such charge would have been paid under the normal lending practices of Lender to the due date of the first installment payment under the loan secured hereby plus (b) one-sixth of the estimated total amount of such charges that will become due and payable during the 12-month period following the due date of the first installment payment plus (c) if the amounts deposited or to be deposited with Lender pursuant to the following sentence would be insufficient to avoid a deficiency on the due date of such charges, the amount necessary to avoid such deficiency. Thereafter Borrower shall, on each date when an installment of principal and/or interest is due on the Note, deposit in such escrow account established by Lender a sum (for the purpose of assuring payment of such charges) equal to the pro rata portion (based on the number of installment payments due during the 12-month period following the due date of the first installment) of the estimated total amount of such charges that will become due and payable during the 12-month period following the due date of the first installment payment plus such amount as is necessary to maintain an additional balance of one-sixth of the estimated total amount of such charges, except that, if Lender determines there will be a deficiency on the due date of such charges, it may require that additional deposits, sufficient

to make up the deficiency, be submitted in equal amounts with each payment up to the date upon which such charges become due and payable. After giving Borrower notice of such deficiency and of the additional deposits required to make up the deficiency, Lender may deduct the necessary amounts from Borrower's regularly-scheduled installment payments if Borrower fails to make the additional deposits. (All amounts thus deposited are herein called the "Funds").

Lender shall have the right to rely upon tax information furnished by applicable taxing authorities in the payment of such taxes or assessments and shall have no obligation to make any protest of any such taxes or assessments. Any excess of the Funds over the amounts required for the above described purposes shall be at Lender's option either promptly repaid to Borrower (upon Borrower's written request) or credited to the outstanding principal or credited to Borrower on monthly installments of Funds. All the Funds shall be applied by Lender toward the payment of such taxes, assessments, premiums and other charges when statements therefor are presented to Lender; provided, however, that, if a default shall have occurred hereunder, the Funds may at Lender's option be applied to the payment of the indebtedness secured hereby in the order determined by Lender in its sole discretion, and provided further that Lender may at any time, in its discretion, apply all or any part of the Funds toward the payment of any such taxes, assessments, premiums or other charges which are past due, together with any penalties or late charges with respect thereto. The conveyance or transfer of Borrower's interest in the Property for any reason (including without limitation the foreclosure of a subordinate lien or security interest or a transfer by operation of law including transfer incident to death or divorce) shall constitute an assignment or transfer of Borrower's interest in and rights to the Funds held by Lender under this Section but subject to the rights of Lender hereunder. In the event of any such conveyance or transfer, Lender shall have the option (but shall have no obligation) to return the Funds then held by Lender to Borrower. Upon payment in full of all indebtedness secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender or, in the event of prepayment of such indebtedness, Lender may, at its option, deduct such amount from the net pay-off figure. If under paragraph 19 hereof the Property is sold or the Property is acquired by Lender, Lender shall apply any Funds held by Lender at the time of application as a credit against the indebtedness secured by this Security Instrument in the order determined by Lender in its sole discretion.

Payment of the Funds to Lender by Borrower is not intended to and does not create a trust or any other

fiduciary relationship between Borrower and Lender. The Funds are paid to Lender to ensure the payment of taxes, assessments, premiums and other charges and to preserve and protect Lender's interest in the Property so that Lender's interest shall at all times be first and prior to any other claims or liens. Borrower shall not be charged any fee for Lender's own work in accounting for, analyzing, verifying and paying the taxes, assessments, charges and insurance premiums, but Lender shall not pay Borrower any interest or other sum on the Funds nor shall Lender pay Borrower any income which Lender may receive as a result of Lender's investment, on Lender's behalf, of the Funds. Lender may invest, for Lender's sole benefit, all or any portion of the Funds. Any income received as a result of such investment shall be and remain Lender's and Lender shall have no duty to account to Borrower for any profits from such investment. Borrower acknowledges that Borrower received at the time Borrower applied for the loan evidenced by the Note, or the consent of Lender to the assumption of the Note, a copy of a written agreement signed by Borrower setting forth Borrower's said agreement. In the event it should be determined that Lender must pay Borrower interest on, or income received by Lender as a result of Lender's investment of, the Funds, then Lender, if permitted by law, may charge Borrower for the reasonable expenses of Lender in accounting for, analyzing, verifying and paying the taxes, assessments, premiums and other charges. Lender shall annually give to Borrower without charge a statement setting forth the total amount of the Funds paid by Borrower and all payments made by Lender for Borrower from the Funds for taxes, assessments, premiums and other charges.

2. The last sentence of Paragraph 13 of the Security Instrument is hereby deleted and the following is hereby substituted therefor:

"If Lender exercises this option, Lender shall take the steps specified in the third paragraph of paragraph 17."

3. Paragraph 17 of the Security Instrument (including a description of certain portions of Paragraph 17 of the Security Instrument set forth in Section 10 of the Note) is hereby deleted and the following is hereby substituted therefor:

"17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. 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.

Lender may charge a reasonable fee not to exceed one percent (1%) of the outstanding principal balance of the loan as a condition to Lender's consent to the loan assumption, unless prohibited by applicable law. Lender may also 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 delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower agrees to notify Lender if all or any part of the Property or an interest therein is sold or transferred in any form or manner whatsoever, including but not limited to (a) the voluntary or involuntary creation of a lien or encumbrance on the Property whether or not subordinate to the lien of this Security Instrument; (b) the creation of a security interest on any personal property which will become affixed to the Property; (c) transfer by descent, devise or gift; (d) the creation of a written or oral lease or rental agreement upon the Property or any part thereof; (e) any arrangement whereby all or part of the burdens or benefits of ownership of the Property are transferred, whether or not legal title is conveyed, including without limitation a relocation agreement, a relocation management agreement or power of attorney; (f) the placing of the Property in an inter vivos or testamentary trust, or (g) any transfer by operation of law, and Borrower further agrees to furnish Lender with a copy of any and all instruments evidencing any of the foregoing. Upon the request by Borrower for pay off figures with respect to the indebtedness secured hereby, Borrower shall furnish Lender with a certified copy of the applicable contract of sale if requested by Lender. Upon the prepayment of the indebtedness secured hereby, in whole or in part, Borrower agrees to pay to Lender any amount which

would have been due and payable to Lender as a result of any unauthorized transfer of the Property, including but not limited to increased accrued interest and transfer or other incurred fees, and, absent such payment, Lender shall have no obligation to accept such prepayment, to furnish a pay off figure with respect to the indebtedness secured hereby or to deliver a release of this Security Instrument. Borrower agrees that the indebtedness secured hereby shall not be paid by one other than Borrower without the approval of Lender. Without regard to whether or not the indebtedness secured hereby is accelerated upon any of the foregoing events as provided in this Section 17 or otherwise hereunder, Lender shall have the right to require payment of a sum as a transfer fee or otherwise to pay for the expense of transferring the said indebtedness on its books. No failure by Lender to act under this paragraph shall constitute a waiver by Lender of any right or remedy hereunder. Borrower agrees to pay when due all indebtedness owed to Lender other than that evidenced by the Note and all indebtedness secured by any lien on the Property."

4. The last sentence of Section 18 of the Mortgage is deleted and the following sentence is substituted therefor:

"However, this right to reinstate shall not apply in the case of acceleration under paragraph 13."

5. The following paragraphs are hereby added at the end of Section 19 of the Mortgage:

"If default is made in the payment of any part of the sums secured by this Security Instrument, Lender shall have the right to proceed with foreclosure of the lien of this Security Instrument without declaring all of said sums due and payable and in such event any such foreclosure sale may be made subject to the unmatured part of the sums secured hereby and any such sale shall not in any manner affect the unmatured part of said indebtedness but as to such unmatured part this Security Instrument shall remain in full force and effect just as though no sale had been made. The proceeds of any such sale shall be applied as provided above in the third paragraph hereof except that the amount paid under clause (b) thereof shall be only the matured portion of the sums secured by this Mortgage and any proceeds of such sale in excess of those provided for in clause (a) and clause (b) (modified as provided above) shall be applied to installments of principal of and interest on the Note in the inverse order of maturity. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the sums secured hereby. Any purchaser at such sale may be required to sign an agreement assuming the unmatured part of the sums secured hereby under any terms and provisions required by Lender.

In addition to the right to accelerate the indebtedness secured hereby otherwise provided in this paragraph 19, Lender shall have the right to declare all such indebtedness secured hereby to be immediately due and payable upon the occurrence of any of the following events:

(a) any representation contained herein or in any other instrument securing the Note or otherwise made by Borrower or any other person or entity to the Lender in connection with the loan evidenced by the Note is false or misleading in any material respect; or

(b) a receiver, trustee or custodian is appointed for, or takes possession of, all or substantially all of the assets of Borrower or any of the Property, either in a proceeding brought by Borrower, or in a proceeding brought against Borrower, and such appointment is not discharged or such possession is not terminated within thirty (30) days after the effective date thereof, or Borrower consents to or acquiesces in such appointment or possession; or

(c) the Property or any part thereof is taken on execution or other process of law in any action against Borrower; or

(d) Borrower abandons all or a portion of the Property; or

(e) any of the events referred to in subheading (b) shall occur with respect to any guarantor of the payment of the indebtedness secured hereby or any part thereof and shall not be remedied within the time set forth in said subheadings."

6. The following provision shall apply to the Mortgage, notwithstanding any other provision to the contrary contained herein:

"All provisions in the Mortgage expressly or impliedly requiring notice of default or of intention to accelerate (including specifically the provisions of paragraphs 17 and 19 of the Mortgage) are deleted. No such notice shall be required under the Mortgage. The foregoing shall not delete the requirement of a notice of acceleration."

All terms used in this Rider unless otherwise indicated shall have the same meanings as in the Note and the Mortgage, as applicable.

IN WITNESS WHEREOF, this Rider is executed this 30th day of September, 19 85.

X Gordon Rosenthal
Gordon Rosenthal

X Julie K. Rosenthal
Julie K. Rosenthal

UNOFFICIAL COPY

Property of Cook County Clerk's Office