OTON COUNTY, B LINOIS TEREDO CON ACCORD

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MORTGAGE

16-004625-6

THIS MORTGAGE ("Security Instrument") is given on JANUARY 3
The mortgagor is FIRST NATIONAL BANK IN CHICAGO HEIGHTS The mortragor is

AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 25, 1984 AND KNOWN AS TRUST NUMBER 5836

("Borrower"). This S .curity Instrument is given topATHWAY FINANCIAL

which is organized and saisting under the laws of UNITED STATES OF AMERICA

, and whose address is

100 N. STATE STREET CHICAGO, ILLINOIS 60602 Borrower owes Lender the principal sum of

("Lender").

FIFTY TWO THOUSAND AND NO/100---

Dollar (U.S. \$

52,000.00 ). This debt is evidenced by Borrower's note

dated the same date as this Security Instrument ('Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEBRIARY 1. 2016

This Security Instrument paid earlier, due and payable on FEBRUARY 1, 2016

This Security Instrument secures to Lender: (a) the repayment of the delt 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 Bor over's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mort jage, grant and convey to Lender the following described property

located in

LOTS 1, 2 AND 3 IN BLOCK 4 IN INTER CEAN LAND COMPANY'S SUBDIVISION OF PART OF THE NORTH 477.84 FEET OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. LYING WEST OF CENTER OF CHICAGO AND VINCINNES ROAD, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18, 1910, AS D'CUMENT 4544890, IN COOK COUNTY, ILLINOIS.

32-29-406-041 **FP** 

which has the address of

212 INTEROCEAN

, SO. CHICAGO HEIGHTS (City)

Illinois

60411 (Zip Code)

("Property Address");

(Street)

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.

Form 3014 12/83

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The notice shall further three proceeding the non- file of all sums secured on or or or of all sums secured on or by judicial proceeding, by judicial property and at any time to collect the rents of the collect the rents of the collect the rents of the seen, premiums on the collect the seen of	e notice may result in a deale of the Property. O assert in the foreclost of decelosure, if the dumediate provided in the foreclosure is Security Instrument absendonment of the Froperty at receiver shall be applied in this Security Instrument, In	e date specified in the salicial proceeding an station and the right of serion and the right of serion may foreclose this of title evidence.  In purating the remains the remains the remains the remains of title evidence.  In paragraph 19 or ollowing judicial sale is possession of and notice the sale of the serion of and not the sums secured of the sums secured by this Security II pay any recordation right of homestead exight of homestead exight of the sale o	to no or before the foreclosure by justice after accelerate of Borrow, Lender at the picture of Borrow are the picture of Borrow are collected on the forest and collection of and collection for a Borrower shall in Borrower shall in Borrower shall in some a manage. If all sums securing the picture of the power waives all in the picture of the picture	to cure the default with linear the default with I meatrument, if the right to reines the right to reines indea in the notice and to collect all especially of any other to collect all control of any period in the Property to fine Property to fine Property of the Propert	that failure is by that Secu- Borrower of a Borrower of a Cora of a default in the catification of the cat	(b) base beruses annohel sexuone annohel sexuone in second to the sexuone in
ier paragraphs 13 and 17 ion required to cure the ie default must be cured;	he default; (b) the acti Borrower, by which th	e shall specify: (a) ti the notice is given to	oites adT. (esiv	madte sabivers w gab 06 madt seel to	applicable la ; (c) a date, n	assian Jinalsh

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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 pid to Borrower. In the event of a partial taking of the Property, which is a large to 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 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 if an horized 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 dute of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower No. 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 of 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's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the electise 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 beneat 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) (s) to-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the arms 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.

If the loan secured by this ! ecurity Instrument is subject to a law which sets maximum loan 12. Loan Charges. charges, and that law is finally interpreted so that the intriest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (1) 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 unenforceat is 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 reps 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 Leider 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.

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

#### UNOFFICIAL COPY

requesting payment.

Lender may take action under this paragraph?, Lender does not have to do so.

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

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance.

6. Covernants 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 Lender's rights rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or in the Property (such as actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to'make repairs. Although Lastrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to'make repairs. Although Lastrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to'make repairs. Although Lastrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to'make repairs. Although

6. Preservation and Maintenance of Property; Lesscholds. 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 lesschold, Borrower shall comply with the provisions of the lesse, and if Borrower acquires fee title to the Property, the lessehold and fee title shall not merge unless Lender agrees to the merger in writing.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principe, also, 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 paragraphs 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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property demaged, if the restoration or repair is economically feasible and Lend 1t'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 elecest paid to Borrower. It Borrower abandous the Property, or does not answer within 30 days a notice from Lender tine the property, or does not answer within 30 days a notice from Lender tine the new secured by this Security Instrument, whether or not then due. The 30-4 ay period will begin offered to settle a claim, then Lender may onlect the insurance proceeds. Lender may use the proceeds to repair or restore the proceeds.

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 prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

3. Herard lassurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance against loss by fire, hazards included within the term "extented overage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the annual sand for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower at bject to Lender's approval which shall not be unreasonably withheld.

Borrower shall promptly discharge any iten which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the iten in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the iten in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of en, year of the Property; or (c) accures from the holder of the lien apparent the enforcement antisfactory to Lender aubordinating the lien 1, this Security Instrument. It Lender determines that any part of the Property is subject to a lien which may attain prior ty over this Security Instrument, Lender determines that any part of 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.

Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph S, or if not paid in that manner, 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 to be paid under this paragraph. If Borrower and instruments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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amount nece by 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 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 creeting an arms 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 dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, an 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.

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 ito pay the escrow items, unless 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 agreement is made or applicable law permits Lender to make such a charge. Borrower and Lender may agreement is made or applicable law permits interest to be paid, Lender shall not be required to pay Borrower any interest to rearnings 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 shall give to Borrower, without charge, an annual accounting of the Funds are pledged as additional security for the sums secured by this Security Instrument.

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 Mote, until the Mote is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) 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 besis of current data and reasonable estimates of future escrow items.

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

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.

# EXONERATION CLAUSE - MORTGAGE

This mortgage is executed by the First National Bank in Chicago Heights, not personally but as Trustee as aforesaid, in the exercise of the power and nuthority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on the First National Bank in Chicago Heights or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants, either express or implied herein contained, all such liability, if any, being expressly waived. Any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note. This waiver shall in no way affect the personal liability of any co-signer, endorser on guarantor of said note.

First National Bank in Chicago Heights, Not Individually, but solely as Trustee under Trust No. 5836

By 20-017-1-

XEENEXEE Officer

86013522

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### EXONERATION CLAUSE + MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each gad every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention  $\delta \phi$  binding said Trustee personally but are made and intended for the purpose of binding@only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforcible against the First National Bank in Chicago Heights or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

First National Bank in Chicago Heights, Not Individually, but solely as Trustee under Trust No. 5836/

Trust Officer

Oberty Of County Clerk's Office

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(Assignment of Rents)

3 RDday of **JANUARY** THIS 2-4 FAMILY RIDER is made this 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 PATHWAY FINANCIAL (the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

#### 212 INTEROCEAN, SO. CHICAGO HEIGHTS, IProperty Address) ILLINOIS 60411

32-29-406-041

- 2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. 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, ordinar es regulations and requirements of any governmental body applicable to the Property.
- B. SUBORD/NATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument (5 b) perfected against the Property without Lender's prior written permission.
- C. RENT LOSS N'JURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
  - D. "BORROWER'S RICAT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrowe (or conditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's Acousts. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrowe This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for 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; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not are will not perform any act that would prevent Lender from exercising its rights under this paragraph F

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or reports of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. 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 remidies permitted by the Security Instrument.

By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

	(Seal)
FIRST NATIONAL BANK IN CHICAGO	HEIGHTS Borrowe
AS TRUSTEE UNDER TRUST AGREEME	ENT DATED
SEPTEMBER 25, 1984 AND KNOWN A	AS TRUST (Seal)
NUMBER 5836	Borrower
By: 20 0	(Seal)
Trust Officer	Borrower
ATTEST: Soma Welguerscher	(Seal)
Assistant Trust Officer	Borrower

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Property of Cook County Clark's Office