

**UNOFFICIAL COPY**

2395 JU/1, 84 ILLINOIS - Suburbia - ENCL/A/FHMLG UNIFORM INSTRUMENT  
 THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with  
 limited variations by jurisdiction to constitute a uniform security instrument covering real property.  
 BORROWER grants and conveys the Property generally to the Lender to the title to the Property as agreed, except for encumbrances of record.  
 mortgage, grant and convey the Property and that the Lender is unencumbered, except for encumbrances of record.  
 BORROWER is hereby seized of the estate hereby conveyed and has the right to  
 the foregoing is referred to in this Security instrument as the "Property."  
 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".  
 WHICH has the address of  
 ("Property Address");  
 9300 S RICHMOND EVERGREEN PARK IL 60642

-86-157153

Property of Cook County Sheriff's Office  
 (N-44)

THE THIRD PRINCIPAL, MERIDIAN, IN COOK COUNTY, ILLINOIS.  
 LOT 43 AND THE NORTH HALF OF LOT 44 IN DELUGACH BEVERLY  
 WONDERSLU IN SECTION 1, TOWNSHIP 37 NORTH, RANGE 13, EAST OF  
 PIN # 24-01-320-037-0000 AND 24-01-320-001-0000 (43)  
*W.C.*

COUNTY, ILLINOIS:  
 Mortgage, Grant and conveys to Lender the following described property located in  
 COOK  
 covenants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby  
 acknowledge under paragraph 7 to receive the security of this Security instrument; and (c) the performance of Borrower's  
 by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest,  
 instruments ("Note"). This Security instrument secures to Lender: (a) the repayment of the debt evidenced  
 MAY 1, 2001  
 instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on  
 U.S. \$32,000.00 . This debt is evidenced by Borrower's note dated the same date as this Security  
 instrument ("Note").  
 THIRTY TWO THOUSAND AND NO /100-  
 ("Lender") Being what owes Lender the principal sum of  
 This Security instrument is given to ST. PAUL FEDERAL BANK FOR SAVINGS, which is organized and existing  
 under the laws of the United States of America, and whose address is 6700 W. North Avenue, Chicago, Illinois 60635  
 ("Lender").  
 ROGER MAXWELL, AND LOUITA MAXWELL, HIS WIFE  
 ("Borrower").  
 THIS MORTGAGE ("Security instrument") is given on APRIL 15, 1986 . The mortgagor is  
 LOAN NO. 111724325  
 (Space Above This Line for Recording Data)

C-101098  
order Title Agency Inc

APR 22 1986

-86-157153

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

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

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider  
 Graduated Payment Rider  
 Other(s) [specify] LOAN RIDER

Condominium Rider  
 Planned Unit Development Rider

2-4 Family Rider

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

*Roger Maxwell* ..... ROGER MAXWELL ..... (Seal)  
Borrower  
*Lolita Maxwell* ..... LOLITA MAXWELL ..... (Seal)  
Borrower

State of Illinois, ILLINOIS County ss: \_\_\_\_\_

I, LORI SMITH, a Notary Public in and for said county and state,  
do hereby certify that ROGER MAXWELL AND LOLITA MAXWELL  
\_\_\_\_\_, personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ are  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that t he \_\_\_\_\_  
signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein  
set forth.

Given under my hand and official seal, this 15th day of April 1986.

My commission expires:

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. OCT. 22, 1989  
ISSUED THRU ILL. NOTARY ASSOC.



*Lori Smith* .....  
Notary Public

This instrument prepared by:

JAMES VANDER VELDE  
ST. PAUL FEDERAL BANK  
400 W. 75 TH. STREET  
DOWNERS GROVE, IL 60516

111724325  
MAXWELL, ROGER  
RS

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**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 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, Borrower, this Security Instrument and the obligations created thereby shall remain fully enforceable.

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Borrower shall pay the premium required to maintain the insurance until such time as the requirements of the Note are discharged or satisfied.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument.

Lender may take action under this Paragraph 7, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorney fees and expenses of the proper party to make repairs. Although

Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security

then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the

rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations),

and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants

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

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessor shall

change the Property to determine or commence to destroy, damage or substanially

securety instrument prior to the acquisition of the property; Leaseshold, Borrower shall not destroy, damage or proceed by

resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the interest held by

if under Paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds

protects the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount, or all not extend or

Lender and Borrower otherwise agree in writing, any application of proceeds to practice, as well as all other rights in

All insurance policies and renewals shall be acceptable to Lender, and shall include a standard mortgage clause,

unless Lender and Borrower otherwise agree in writing, insurance premiums and renewals, if Lender renews, shall include

all receipts of paid premiums and renewals and renewals, if Lender renews, shall give prompt notice to the insurance

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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 a 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.

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**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.

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insurance termintes in accordance with Borrower's and Lender's written agreement or applicable law.

If Lender's pay to the debt evidece required to make Note due and Lender's written agreement or applicable law.

Insurance coverage as a condition of making the loan secured by this Security Instrument, from the date of distribution to Borrower and Lender shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Principal of and interest on the debt evidenced by the Note and any prepayment and charges due under the Note, principal of and interest on the debt evidenced by the Note, until the Note is paid in full a sum ("Funds"), equal to one-

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments which may attain priority over this Security Instrument:

(a) Yearly taxes and assessments which may attain priority over the Note, until the Note is paid in full a sum ("Funds"), equal to one-

Lender on the day monthly payments which may attain priority over the Note, until the Note is paid in full a sum ("Funds"), equal to one-

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments which may attain priority over the Note, until the Note is paid in full a sum ("Funds"), equal to one-

3. Application of Funds held by Lender on the day monthly payments which may attain priority over the Note, until the Note is paid in full a sum ("Funds"), equal to one-

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and imposed amounts attributable to the principal or interest of the note or any other amount held by Lender at the time of payment of principal or interest.

Upon payment in full of the deficiency in the security instrument by Lender, the amount of the principal or interest paid by Lender to the security instrument will be applied to the principal or interest of the note held by Lender, and the balance held by Lender will be applied to the principal or interest of the note held by Lender.

Upon payment in full of the deficiency in the security instrument by Lender, the amount of the principal or interest paid by Lender to the security instrument will be applied to the principal or interest of the note held by Lender, and the balance held by Lender will be applied to the principal or interest of the note held by Lender.

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 policy for renewals, Borrower shall provide to Lender hazards for which

all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall promptly give to Lender

5. Hazard Insurance. Borrower shall keep the insurance now existing or hereafter created on the property

days of the giving of notice.

The insurance carrier providing the insurance shall be chosen by Lender subject to Lender's approval which shall be issued to the insurance company.

Lender receives losses by fire, hazards included within the term "extended coverage" and any other hazards for which

insured agrees to pay damages to Lender's extent of the loss. In the event of loss, Borrower shall promptly pay to Lender

all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall promptly give to Lender

6. All insurance premiums and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

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 policy for renewals, Borrower shall provide to Lender hazards for which

all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall promptly give to Lender

7. Protection of Lender's Rights in the Property; Mortgagor's rights in the property, Lender may sue for the damage done to the property by the person who caused the damage.

8. Postponement of the Date of Payment of Premiums. Mortgagor may postpone the date of payment of premiums by giving notice to Lender or to another party holding the note or claim for the same.

9. Change of the Date of Payment of Premiums. Mortgagor may change the date of payment of premiums by giving notice to Lender or to another party holding the note or claim for the same.

10. Assignment of the Note. Mortgagor may assign the note or claim for the same to another party by giving notice to Lender or to another party holding the note or claim for the same.

11. Assignment of the Note. Mortgagor may assign the note or claim for the same to another party by giving notice to Lender or to another party holding the note or claim for the same.

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LOAN RIDER 6157153

LOAN NO.

DATE

111724325

APRIL 15, 1986

C-10109.8  
THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

9300 S RICHMOND, EVERGREEN PARK IL 60642

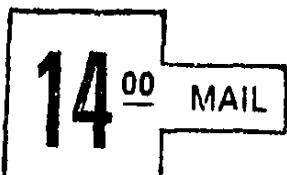
(PROPERTY ADDRESS)

1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.

2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

22 APR 22 1986



  
ROGER MAXWELL  
BORROWER

  
LOLITA MAXWELL  
BORROWER

-86-157153

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1000

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