

# UNOFFICIAL COPY

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\$16.00

✓ This instrument prepared by \_\_\_\_\_ (Space Above This Line for Recording Date)

and should be returned to:  
LORI LAPIN  
The First National Bank of Chicago  
One First National Plaza  
Suite 0049  
Chicago, Illinois 60670-0049

Box 305 - MORTGAGE

7-28

8504243

THIS MORTGAGE ("Security Instrument") is given on ..... August 22, 1986.  
The mortgagor is ANN HALVORSEN AND STEVEN HALVORSEN, MARRIED TO EACH OTHER.

This Security instrument is given to THE FIRST NATIONAL BANK OF CHICAGO, which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS, 60670 ("Lender"). Borrower owes Lender the principal sum of FIFTY-ONE THOUSAND SIX HUNDRED AND NO/100 Dollars (U.S. \$ 51,600.00). 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 September 01, 2016. 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 58 IN O.J. ROSE'S SUBDIVISION OF BLOCK 27 IN SHEFFIELD'S ADDITION TO CHICAGO, BEING A PART OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 19, 1853 IN BOOK 49 OF MAPS, PAGE 53, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS  
FEB 13 1986

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COOK COUNTY, ILLINOIS  
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which has the address of 1730 N. HERMITAGE, CHICAGO, (City)  
(Street)

Illinois 60622, ("Property Address"); REAL ESTATE TAX ID #14-31-420-032-0000  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurte-  
nances, 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 fore-  
going is referred to in this Security Instrument as the "Property".

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

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*Cindy S. Harrington*

Given under my hand and official seal, this **23rd**, day of **April**, 19**89**, my Commisssion  
instrument as **Borrower**, free and voluntary act, for the uses and purposes herein set forth:  
personally known to me to be the same person, and acknowledged that **she** **subscribed** to the foregoing instrument,  
apparently before me this day in person, and acknowledged that **she** **subscribed** to the foregoing instrument,  
expedites:

**STEVEN HALVORSEN, MARRIED TO EACH OTHER  
certify that **ANN HALVORSEN, she**, Notary Public in and for Lake County and state, do hereby**

I, **Cindy S. Harrington**, County **Cook**, State of **ILLINOIS**,

Space below this line for Acknowledgment

**Borrower**  
(Seal)

**Borrower**  
(Seal)

**Borrower**  
(Seal)

**Borrower**  
(Seal)

*Steven Halvorsen*

*Ann Halvorsen*

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

#### **b-2 Other(s) (specify) CITY OF CHICAGO ADDENDUM**

- Graduated Payment Rider  Planned Unit Development Rider
- Addendum to Adjustable Rate Rider
- Adjustable Rate Rider  Conditional Rider  8-4 Family Rider

part of this Security instrument. (Check applicable boxes)

and shall amend and supplement the covenants and agreements of this Security instrument as if the rider(s) were a  
together with this Security instrument, if one or more riders are executed by Borrower and recorded into  
23. A charge to this Security instrument, if one or more riders are executed by Borrower and recorded  
by the lessor without charge to Borrower, Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Securi-  
ty instrument without charge to Borrower. Borrower waives all right of homestead by Lender and record  
secured by this Security instrument.

21. Release. Lender shall be entitled to receive payment of all sums of management fees, rent and other fees  
applicable to payment of property including those due. Any rents collected by Lender or the property and  
to collect the rents of the property until paid to Lender upon take possession of the property, but not  
by judicially appointed receiver) shall be entitled to period of redemption following judicial sale. Lender (in person, by agent or  
any time prior to the expiration of any period of redemption under paragraph 19 or abandonment of the property and at  
20. Lender in Possession. Upon acceleration under paragraph 19 or acceleration under paragraph 19 or  
reasonable attorney fees and costs of title defense.

expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to,  
may foreclose this Security instrument by judicial proceeding. Lender shall be entitled to collect all  
immediate payment in full of all sums secured by this Security instrument without further demand and  
definite is not cured on the date specified in the note, Lender at its option may require  
the non-existence of a default or any other defense of Borrower to accelerate and foreclose, if the  
Borrower of the right to remit payment by judicial proceeding and the right to assert in the foreclosure proceeding  
Instrument, foreclosure by judicial proceeding and sale of the property. The notice shall suffice  
or before the date specified in the note may result in acceleration of the sums secured by this Security  
notice is given to Borrower, by which the default must be cured, and (d) that failure to cure the date default on  
the date, not less than 30 days from the date specified in the note.

(a) loan under paragraphs 13 and 17 unless applies otherwise). The notice shall specify:

(b) the action required to cure the default; (c) a date, not less than 30 days, from the date specified in  
Borrower's breach of any covenant, or agreement in this Security instrument (but not prior to acceleration).

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

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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.

**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 attain 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 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 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) contests in good faith 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 attain priority over 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 improvements 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 amounts 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 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; Mortgage 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 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 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 at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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apply in the case of acceleration under paragraphs 13 or 17.  
 hereby shall remain valid until accelerated by Borrower, unless this Security Instrument and the obligations secured thereby are terminated in accordance with Borrower's obligation to pay the sum secured by this Security Instrument and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument and expenses incurred in enforcing this Security Instrument is limited to, reasonable attorney fees; and (e) makes any other agreement to pay the sum secured by this Security Instrument and the Note had no acceleration, (b) causes any other agreement to pay the sum secured by this Security Instrument to terminate, and (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney fees; all conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note prior to the earlier of a judgment purporting that this Security Instrument is enforceable or a day of grace after the period is applicable law may specifically limit instruments before sale of the Property pursuant to any power of sale contained in this Security Instrument (b) is delivered to the holder notice of demand on Borrower, (c) Lender's rights in this Security Instrument shall have the right to repossess instruments or any other instrument of this Security Instrument before sale of the property pursuant to any power of sale contained in this Security Instrument (d) Lender may exercise any option to pay these sums prior to the expiration of the period for payment or before sale of the security instrument.

**18. Borrower's Right to Repossess.** If Borrower meets certain conditions, Borrower shall have the right to repurchase any instrumented by this Security Instrument before sale of the property pursuant to any power of sale contained in this Security Instrument (a) Lender has not given notice of demand on Borrower, (b) Lender's exercise of options to pay these sums prior to the expiration of the period for payment or before sale of the security instrument.

**19. Borrower's Right to Repossess.** If Borrower repays all sums which then would be due under this Security Instrument and the Note prior to the earlier of a judgment purporting that this Security Instrument is enforceable or a day of grace after the period is applicable law may specifically limit instruments or any other instrument of this Security Instrument (a) Lender has not given notice of demand on Borrower, (b) Lender's exercise of options to pay these sums prior to the expiration of the period for payment or before sale of the security instrument.

**20. Lender's Right to Repossess.** If Lender's exercise of options to pay these sums prior to the expiration of the period for payment or before sale of the security instrument, Lender shall have the right to repossess instruments or any instrumented by this Security Instrument before sale of the property pursuant to any power of sale contained in this Security Instrument (a) Lender has not given notice of demand on Borrower, (b) Lender's exercise of options to pay these sums prior to the expiration of the period for payment or before sale of the security instrument.

**21. Lender's Right to Repossess.** If all or any part of the Property or a Beneficial Interest in Borrower, Lender may invoke any remedies permitted by this Security Instrument without further notice of demand on Borrower, Lender may exercise any option to pay these sums prior to the expiration of the period for payment or before sale of the security instrument.

**22. Lender's Right to Repossess.** Any notice to Lender in writing shall be given one conformable copy of this Note and of this Security Instrument.

**23. Governing Law - Severability.** This Security Interest shall be governed by federal law and the provisions of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security

Instrument or the jurisdiction in which the Property is located. In the event that any provision of clause 20 of the jurisdictional provision of this Note is ineffective, it is intended that the remaining provisions of this Note shall be effective notwithstanding the invalidity of such provision.

**24. Notices.** Any notice to Borrower, any notice mail to Lender's address stated herein or any other address Lender designates in writing to Borrower, any notice provided for in this Security Instrument shall be delivered by mail, registered mail or first class mail to Lender's address stated herein or any other address Lender designates in writing to Borrower, any notice of termination, notice of default or other notice shall be deemed to have been given to Lender if given to Lender by fax, addressed to Lender's address stated herein or any other address Lender designates in writing to Borrower, any notice of termination, notice of default or other notice shall be deemed to have been given to Lender if given to Lender by fax, addressed to Lender's address stated herein or any other address Lender designates in writing to Borrower.

**25. Second Paragraph of Paragraph 17.** The second paragraph of paragraph 17, "If Lender exercises his or her right to repossession of the property as a result of a notice of noncompliance sent by Lender to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**26. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**27. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**28. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**29. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**30. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**31. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**32. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**33. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**34. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**35. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**36. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**37. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**38. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**39. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**40. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**41. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**42. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**43. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**44. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

**45. Lender's Right to Repossess.** Any notice given to Borrower, Lender shall be liable to Borrower for any damage sustained by Borrower as a result of the repossession or sale of the property, and Lender shall be liable to Borrower for any expense incurred by Borrower in preparing to receive the property or in holding the property pending its sale, unless Lender's exercise of such right results in a loss to Lender exceeding Lender's interest in the property." is deleted.

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RIDER TO APPENDIX D

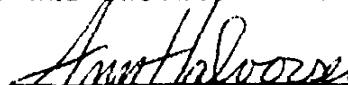
## ADDENDUM

This ADDENDUM is made this 22nd day of August, 1986, and is incorporated into and shall be deemed to amend and supplement the Borrower's Note to THE FIRST NATIONAL BANK OF CHICAGO (the "Lender") and the Mortgage dated of even date herewith given by the undersigned (the "Borrower") to secure the Borrower's Note to the Lender.

The Borrower acknowledges and understands that the Mortgage Loan evidenced by the Note has been made from funds obtained for public purposes through the sale of tax-exempt bonds by the City of Chicago, Illinois (the "City") pursuant to its Mortgage Purchase Program (the "Program"). The Borrower understands that any misstatements in the affidavit signed by the Borrower and/or the performance of certain other acts by the Borrower may cause the interest of the Bonds to be subject to federal income taxation, which would adversely affect the Program. In order to preserve the integrity of the Program, the Borrower covenants and agrees as follows:

1. Until notified to the contrary by the hereinafter defined Master Servicer the Borrower agrees to make all payments required by the Note and Mortgage to Universal Mortgage Corporation, P.O. Box 2082, 744 North Fourth Street, Milwaukee, Wisconsin 53201 (the "Master Servicer") under a Master Servicing Agreement dated October 1, 1985 among the Master Servicer, the City and Continental Illinois Bank and Trust Company of Chicago as Trustee.
2. To the extent otherwise permitted by law, the Note may be accelerated, and upon acceleration all sums due under the Note will become immediately due and payable in full, upon (a) any assumption of the Note and Mortgage, (b) any sale, rental, transfer or disposition of title to or possession of the Property or any interest therein, (c) any failure of the Borrower to occupy the Property as his principal residence, or (d) any failure of any agreement or statement of fact or intention in the affidavit executed by the Borrower to be true and correct.
3. The Borrower will notify the City, the Master Servicer and the Trustee upon the happening of any of the events specified in Section 2 of this Addendum.
4. The provisions of this Addendum will govern in the case of a conflict with any provision of either the Note or the Mortgage.

IN WITNESS WHEREOF, Borrower has executed this Addendum.

  
\_\_\_\_\_  
ANN HALVORSEN  
Borrower

  
\_\_\_\_\_  
STEVEN HALVORSEN  
Borrower

8504243

 This Instrument prepared by  
and should be returned to:  
Grace Clausen  
The First National Bank of Chicago  
Mail Suite 0049  
Chicago, Illinois 60670-0049

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Property of Cook County Clerk's Office

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1-4 FAMILY RIDER

## Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 22 day of August, 1986, 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 Continental Illinois National Bank & Trust Co. of Chicago,\* (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1730 N. Hermitage, Chicago, Illinois 60622  
(Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**B. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**C. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**D. "BORROWER'S RIGHT 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.** Borrower unconditionally 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 agents. 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 Borrower. 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 and 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 remedy 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 remedies permitted by the Security Instrument.

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

RECEIVED  
1431 420 032  
Amy Halvorsen .....(Seal)  
Borrower  
Steven Halvorsen .....(Seal)  
Borrower

\*as Trustee for the Benefit of the City of Chicago

8504243

This instrument prepared by  
and should be returned to:  
L.C.R. C. L. A.P.L.  
The First National Bank of  
Chicago  
Two First National Plaza  
Chicago, Illinois

See over for legal description and notary

# UNOFFICIAL COPY

## Land Description:

LOT 58 IN O.J. ROSE'S SUBDIVISION OF BLOCK 27 IN SHEFFIELD'S ADDITION TO CHICAGO, BEING A PART OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 19, 1853 IN BOOK 49 OF MAPS, PAGE 53, IN COOK COUNTY, ILLINOIS.

2h1789UB

Subscribed and sworn to before me  
this 22nd day of August, 1986

Lori C. Lapin  
Lori C. Lapin

my commission expires 04/19/88

Notary Public in and for  
Cook County, Illinois

87086142