# UNOFFICIAL COPYLOAN # 2-000519-6

88500125

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## **MORTGAGE**

THIS MC. T. JAGE ("Security Instrument") is given onQCTOBER261988
The mortgografic Jon Babkowski and Elzhieta Babkowski his wife
("Borrower"). This Security Instrument is given to
FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO which is organized and existing
under the laws of the .! nl/ad. States. of .America, and whose address is
5455 West Belmont Aver us Chicago, Illinois 60641 ("Lender")
Borrower owes Lender the principal sum of SEVENTY THOU SAND & 0.0/100
Dollars (U.S. 570, 200, 20). This debt is evidenced by Borrower's note
dated the same date as this Security Lastrument ("Note"), which provides for monthly payments, with the full debt, if no
paid earlier, due and payable on NOVEMBER. 1. 2010. This Security Instrumen
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 the
Security Instrument: and (e) the performance of Corrower'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
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described propert located inCookCounty, Illinois

THE EAST 1/2 OF LOT 9 IN BLOCK 4 IN FILD AND MARTIN'S ADDISON AVENUE SUBDIVISION OF THE NORTH 1/3 OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. RA. PLLIN.
COMPANY
COM

Fermanent Tax Index No:13-21-403-012-0000

which has the address of 4901. W. Eddy (Street) (Chicago (City) Illinois 6.0641.....[Zip Code] ..... ("Property Address");

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.

Stopport Coop ( Attn: John Taylor CHICVGO' IF 60641 2422 M. BELMONT AVENUE TOWN VZZOCIVION OF CHICAGO EIDEFILL LEDEBVE SVAINGS VAD :OT LIAM 9-615069 [Space Below (hir Line For Acknowledgment] -BCRROWER Elzbieta Babkowski (Isa2) язмояяов J35407956. (Isaz) Instrument and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Britower accepts and agrees to the terms and covenants contained in this Security 2-4 FAM.RIDER A Other(s) [specify] AM RIDER Graduated Pay nent Rider Planned Unit Development Rider Condominium Rider 2-4 Family Rider Tabisa of Asic Rider Instrument. [Cheek applicable box(es)] supplement the civenants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security by irument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. costs of management of the Property and collection of tents, including, but not limited to, receiver's fees, premiums on 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 prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially 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 Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. defore the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclusure. If the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonsecured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums 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; unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's NON-UNIFORM COVENAUTS. Borrower and Lender further covenant and agree as follows:

976

કોઇવુંકોવું રહેજ 'માલામાતામાં સંતો' WY COMMISSION EXPIRES 8.2 MOTARY PUBLIC, STATE OF ILLIN \_1A38 € #n= MARK L. (SEVE) " OFFICIAL त्रधारमञ्ज<del>्ञामसंत्रभेगमञ्ज</del>्ञराज्ञ Witness my hand and official teach this HLOC (he, she, they) executed said instrument for the purposes and uses therein set forth. イヨルム (his, her, their) Babkowski and Elebiers Babkowski his wingy Public in and for said county and state, do hereby certify that PO ZUN CONNEK OF 30 BIVIS

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or revue a claim for damages, Borrower fails to respond to Lender within 36 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 mount of such 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 amor ization 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 Bould; 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 times 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 yard 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 step, specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument stall 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 Porrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender variagiven 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 and rument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the 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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requesting payment

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

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

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect aff Borrower fails to perform the

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

lee 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 litle to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security instrument is on a leasehold, 6. Preservation and Maintenance of Property; Leascholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the univ secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and priceeds resulting Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal polyments referred to in paragraphics is and 2 or change the anouthly payments referred to in paragraphics is and 2 or change the anouthly payment proceeds.

Mpen the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the process to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The Poday period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender (An the insurance carrier has restoration or repair is not economically feasible or Lender's security would be lessenee, 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 of the Property damaged, if the restoration or repair is economically leasible and Lender's security is not lessened. If the

all receipts of paid premiums and renewal notices. In the event of loss, Borb seer shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borbers. Is and Borrower otherwise agree in writing, insurance proceed, shall be applied to restoration or repair.

Unless Lender and Borrower otherwise agree in writing, insurance proceed, shall be applied to restoration or repair. Lender shall have the right to hold the policies and renewals. It Lender requires, Borrower shall promptly give to Lender Ah insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

mreasonably withheld.

5. Hazard Insurance. Borrower shall keep the in provements now existing or hereafter erected on the Property insurance 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 an outstand for the periods that Lender requires. The insurance satisfied in the ancient providing the insurance shall be chosen by Borro ver subject to Lender's approval which shall not be insurance satisfied the insurance shall be chosen by Borro ver subject to Lender's approval which shall not be insurance satisfied.

of the giving of notice.

prevent the enforcement of the lien or forfeiture at any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the Han over this Security Instrument. If Lender determines that any part of the Property is subject to a tien which may attain prior to over this Security Instrument, Lender may give Borrower a free Property is subject to a tien which may attain prior to over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or that one or more of the actions set forth above within 10 days notice identifying the lien. faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to opoga il sisamoo (d) itabnati oi aldeidasse tannam e ui nai atti by the lieu il a mannet acti di puntati oi ilabinati oi aldeidasse in mannet acti di propieta il Borrower shall promptly discharge at y lien which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments.

to be paid under this paragraph. If bor over makes these payments directly, Borrower shall prompily furnish to Lender pay them on time directly to the pesson owed payment. Borrower shall promptly furnish to Lender all notices of amounts. application as a credit against the sums secured by this Security Instrument.

3. Application in Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 sh ill be applied; first, to late charges due under the Mote; second, to prepayment charges due under the Mote; accond, to prepayment charges due under the Mote; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Chargest Liens, Porrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Corrower shall pay all taxes, assessments, and leaschold payments or ground entric if any.

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, horrower shall be become a full prompty furnish to Lender all notices of amounts.

any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately more to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a creek against the sums secured by this Security Instrument.

A Application of Payments. Impose applicable law provides otherwise, all payments received by Lender mater.

Upor payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

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

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purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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 state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future eserow items. 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 "eserow items." Lender may estimate the Funds due on the one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly the principal of and interest on the debt evidenced by the Mote and any prepayment and late charges due under the Mote.

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 construct of the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to pre-limitation of the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to have not a second of accompanies.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

# UNOFFICIAL COPY ADJUSTABLE RATE RIDER

(3 or 5 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 26 day of QCTOBER	., 19 . 88 , 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 secur	
justable Rate Note (the "Note") to FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION	OF CHICAGO,
5455 West Belmont Avenue, Chicago, Illinois 60641 (the "Lender") of the same date and cove	ring the property
described in the Security Instrument and located at:	

----- 4901 W Eddy Chicago Illinois 60641......(Property Address)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENTS. THIS NOTE LIMITS THE MAXIMUM AND MINIMUM RATES I MUST PAY AND THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME.

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for a similar interest rate of ....1.0, 250%. The Note provides for changes in the interest rate and the monthly payment, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

#### (B) The Index

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

### (C) Calculation of Changes

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

#### (D) Limitations on Interest rate Changes

The rate of interest that I am required to pay shall never be increased or decreased or a single change date by more than ... TWO..... percentage points ( 2,000 ) from the interest that I have been paying line; the last change date.

The interest rate charged by the Lender can be increased by a maximum of .ELVE.... percentage points [ 5.000 ) prior to the maturity date. The interest rate charged by the Lender cannot fall below ....5..250percentage points.

### (E) Effective Date of Changes

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

### (F) Notice of Changes

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

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

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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

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Property of Cook County Clerk's Office 9-612000-Z # NAOJ Seal) BORROWER On (Seal)

Borrower

Consumer is a particular of the seal of the s THE TREETERS BALLETING THE John Babkowski Bonower Bonower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable

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

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

Rate Rider.

further notice or demand on Borrower.

Lender releases Borrower in writing.

# UNOFFICIAL OPYLOAN # 2-000519-6

(Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this26 day of	, 19 88
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Si	ecurity Deed (the
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Bor FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO	rrower's Note to
of the same date and covering the property described in the Security Instrument and located at:	,
4901 W Eddy Chicago Illinois 60641	
[Property Address]	

- 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, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORDIS ATE 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 / SSURANCE. 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 II, the word "lease" shall mean "suble ise" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower an conditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender, a tents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender and revenues. 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 remeay 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 to reement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the teme lies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 5g mily Rider.

Jes & you Bullowsky	(Seal)
Jon Babkowski	-Borrower
- 14-1 a 7/2 / 1/2 / 5 / 5 / 5 / 5 / 5 / 5 / 5 / 5 / 5 /	(Seal)
Elzbieta Babkowski	-Borrower
	(Seal)
	BORROWER
	(Seal)
,	BORROWER