

# UNOFFICIAL COPY

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TENURE TRAN 3615 11/15/88 12:25:00  
3615 # D # 88-524878  
COOK COUNTY RECORDER

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## MORTGAGE

258310-2

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 10  
1988 The mortgagor is STANISLAW KOZAK AND IRENA KOZAK, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF ILLINOIS  
which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is  
4242 NORTH HARLEM  
NORRIDGE, ILLINOIS 60634  
Borrower owes Lender the principal sum of  
SEVENTY SIX THOUSAND THREE HUNDRED AND NO/100

("Lender").

Dollar (U.S.) 76,300.00 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 DECEMBER 1, 2018. 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 22 IN THE HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NUMBER 12,  
IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH,  
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

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which has the address of 5239 WEST MONTANA  
(Street)CHICAGO  
(City)Illinois 60639 ("Property Address")  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or  
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the  
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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  
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.

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ATTENTION: LYNN TSIAPAS

CHICAGO, ILLINOIS 60614

4901 WEST IRVING PARK ROAD

LOAN ASSOCIATION OF ILLINOIS

THE TALMAN HOME FEDERAL SAVINGS AND

BOX 130 RECORD AND RETURN TO:

LYNN TSIAPAS CHICAGO, IL 60641

NOTARY PUBLIC STATE OF ILLINOIS

Commission Expires June 25, 1989

PREPARED BY: LYNN TSIAPAS CHICAGO, IL

OFFICIAL SEAL CERTIFIED SIGN

MY Commission expires:

Given under my hand and official seal, this 10 day of June, 1988.

set forth.

signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they personally known to me to be the same person(s) whose name(s) are

do hereby certify that STANISLAW KOZAK AND IRENA KOZAK, HUSBAND AND WIFE do hereby certify that STANISLAW KOZAK AND IRENA KOZAK, HUSBAND AND WIFE

a Notary Public in and to said county and state,

County ss:

STATE OF ILLINOIS.

INSTRUMENT AND IN ANY RIDER(S) EXECUTED OR BORROWER AND RECORDED WITH IT.  
BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY  
INSTRUMENT AND AGREEMENTS OF EACH SUCH RIDER SHALL BE INCORPORATED INTO AND SHALL AMEND AND  
SUPPLEMENT THE CO-CHARTERS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS IF THE RIDER(S) WERE A PART OF THIS SECURITY  
THIS SECURITY AGREEMENT, IF ONE OR MORE RIDERS ARE EXECUTED BY BORROWER AND RECORDED TOGETHER WITH  
23. RIDERS TO THIS SECURITY. LASTRUMENT, IF ONE OR MORE RIDERS ARE EXECUTED BY BORROWER AND RECORDED TOGETHER WITH  
22. WAIVER OF HOMEOWNER'S RIGHTS OF RESCSSION, BORROWER WAIVES ALL RIGHTS OF RESCSSION IN THE PROPERTY.  
INSTRUMENT WITHOUT CHARGE TO BORROWER. UPON PAYMENT OF ALL SUMS SECURED BY THIS SECURITY, LENDER SHALL PAY ANY RECORDED COSTS.  
21. RELEASE. UPON PAYMENT OF ALL SUMS SECURED BY THIS SECURITY, LENDER SHALL RELEASE THIS SECURITY  
RECEIVER'S BONDS AND SEASONABLE ATTORNEYS' FEES, AND THEN TO THE SUMS SECURED BY THIS SECURITY INSTRUMENT.  
THE PROPERTY INCLUDING THOSE PARTS OF THE PROPERTY AND COLLECTION OF RENTS, INCLUDING, BUT NOT LIMITED TO, RECEIVER'S FEES, PREMIUMS ON  
COSTS OF MANAGEMENT OF THE PROPERTY, ANY RENTS COLLECTED BY LENDER OR THE RECEIVER SHALL BE APPLIED FIRST TO PAYMENT OF THE  
APPLIED RECEIVED RECEIVER SHALL BE ENTITLED TO ENTER UPON, TAKE POSSESSION OF AND MANAGE THE PROPERTY AND TO COLLECT THE RENTS OF  
PHOT TO THE EXPIRATION OF THE DEEDPOLLING FLOORPLAN SCHEDULE, LENDER (IN PERSON, BY AGENT OR BY JUDICIAL  
20. LENDER IN POSSESSION. UPON ACCREDITATION UNDER Paragraph 19 OR ABANDONMENT OF THE PROPERTY AND AT ANY TIME  
BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF TITLE EVIDENCE.  
LENDER SHALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH 19, INCLUDING:  
THIS SECURITY INSTRUMENT WHICH OUT PURCHASE DEMAND AND MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY  
BEFORE THE DATE SPECIFIED IN THE NOTICE. LENDER AT ITS OPTION MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY  
EXISTENCE OF A DELAULT OR ANY OTHER DEFENSE OF BORROWER TO ACCREDITATION AND RECLOSURE. IF THE DELAULT IS NOT CURED ON OR  
INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCREDITATION AND THE RIGHT TO ASSERT IN THE RECLOSURE PROCEEDING THE NON-  
SECURED BY THIS SECURITY. INSTRUMENT, RECLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. THE NOTICE WHICH THE  
SECURED BY THE DELAULT OR THE NOTICE IS PROVIDED IN THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCREDITATION OF THE SUMS  
AND (d) THAT FAILURE TO CURE THE DELAULT ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE WHICH THE DELAULT MUST BE CURED;  
DEFICIENCIES (c) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS GIVEN TO BORROWER, BY WHICH THE DELAULT MUST BE CURED;  
DEFICIENCIES (d) THE NOTICE SHALL SPECIFY: (a) THE DELAULT; (b) THE ACTION REQUIRED TO CURE THE  
UNLESS APPLICABLE LAW PROVIDES OTHERWISE). THE NOTICE SHALL SPECIFY: (a) THE DELAULT; (b) THE ACTION REQUIRED TO CURE THE  
19. ACCELERATION: REMEDIES. LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:  
BREACH OF ANY COVENANT OR AGREEMENT IN THIS SECURITY INSTRUMENT (BUT NOT PRIOR TO ACCREDITATION FOLLOWING BORROWER'S  
NON-UNIFORM GOVERNANTS BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

Adjustable Payment Rider       Planned Unit Development Rider  
 Grandfathered Rider       Condominium Rider  
 Adjustable Rate Rider       Family Rider  
 Other(s) [Specify] \_\_\_\_\_

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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 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 proceeding against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

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

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to aware 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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the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower securely instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest secured by this Note.

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

Instrument, applying reasonable attorney fees and attorney fees to the Proprietary to make repairs. Lender's actions may include paying any sums accrued by a lessor which has priority over this Security in the Proprietary. Lender may do and pay for whatever is necessary to protect the value of the Proprietary and Lender's rights in the Proprietary (such as a proceeding in bankruptcy, probate, for condemnation or to enforce leases or renewals), then Lender may do a proceeding in bankruptcy, probate, for condemnation or to enforce leases or renewals, rights in the Proprietary (such as a proceeding in bankruptcy, probate, for condemnation or to enforce leases or renewals) in this Security instrument, or there is a legal proceeding that may significantly affect covenants and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect the title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Proprietary. Borrower acquires fee title to the Proprietary. The instrument shall company with the provisions of the lease, and if Borrower acquires fee title to the Proprietary, the leasehold and change of the Proprietary, allow the Proprietary to deteriorate or commit waste. If this Security instrument is on a leasehold instrument and leasehold of Proprietary; Leaseholds, Borrower shall not destroy, damage or substantially instrument immediately prior to the acquisition.

8. Preservation and Assignment of Proprietary; Leaseholds. Borrower shall not damage from damage to the Proprietary is acquired by Lender to the extent of the sums secured by this Security under paragraph 19 the Proprietary is acquired by Lender, Borrower acquires fee title to any instrument proceeding the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount, of the payments, if possible the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount, of the payments, if possible the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount, of the payments, when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal, shall not extend or carry over to the Proprietary is acquired by Lender or to the extent of the sums secured by this Security from the date of payment to the Proprietary is acquired by Lender within 30 days of payment to the Proprietary is acquired by Lender, whether or not taken due, the Proprietary to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the abandoned Proprietary, or does not answer within 30 days from Lender that any access paid to Borrower to the sums secured by this Proprietary, whether or not taken due, the insurance carrier has applied to the sums secured by this Proprietary, restitute or Lender's security would be lessened, the insurance proceeds shall be restituted or repaid if the Proprietary is not economically feasible and Lender's security is not lessened. If the Proprietary damaged, if the restoration of repair is not economically feasible in writing, insurance proceeds shall be applied to restoration of repair or to the extent of the monthly payments, if possible, the principal of the Proprietary of the Lender and Borrower otherwise by Borrower.

All insurance and Lender, Lender may make proof of loss if not made promptly by Borrower all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to Lender all receipts of paid premiums and renewals notices. If Lender and any other hazards for which Lender carries shall have the right to hold the policies and renewals, Lender shall include a standard mortgage clause.

9. Hazard Insurance. Borrower shall keep the insurance shall be held by Borrower, subject to Lender's approval which Lender may not hold the term "extended coverage" and any other hazards for which Lender insured against loss by fire hazards included within the term "extended coverage" and any other hazards for which Lender insured reasonably withheld.

Hazard insurance covering the insurance shall be maintained in the same way and for the periods that Lender requires insurance carried within the term "extended coverage" and any other hazards for which Lender insured against loss by fire hazards included within the term "extended coverage" and any other hazards for which Lender insured reasonably withheld.

Borrower shall provide directly over this Security instrument unless Borrower (a) consents in good faith the lien by, or demands against him in a manner acceptable to Lender, (b) consents in good faith the payment to the payment as agreed by the lien in a manner acceptable to Lender, (c) consents in good faith the payment to the payment as agreed by the lien in a manner acceptable to Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, dues and impositions attributable to the payment to the payment as agreed by the lien in a manner acceptable to Lender.

Note third, to amounts paid by Lender under paragraph 2, fourth, to interests due, to principal due.

3. Application of Payments. Unless payable law provides, all payments received by Lender under the payment paragraph 1 and 2 shall be applied first, to late charges due under the Note, second, to prepayment charges, all payments received by Lender under the Note.

Upon payment in full of all sums secured by this Security instrument by Lender, any Funds held by Borrower shall be applied to the debt directly in one of more payments when due under the instrument immediately prior to the date of payment to the Note, or to its acquisition by Lender, no later than immediately prior to the date of payment to the Note, or to its acquisition by Lender, any Funds held by Lender.

Any Funds held by Lender is not sufficient to pay the escrow items when due, if the due dates of the escrow items, shall exceed 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 paid to Borrower's option, either promptly or credited to Borrower on monthly payments of funds.

If the due dates of the escrow items, shall exceed the future monthly payments of funds made. The Funds are pledged as additional security for the sums secured by this Security instrument.

Funds was made. The Funds shows credits and debits to the Funds and the purpose for which each debit to the amount of the Funds held by Lender is not sufficient to pay the escrow items when due to Lender.

Upon payment in full of all sums secured by this Security instrument by Lender, any Funds held by Borrower shall be applied to the debt directly in one of more payments when due under the instrument immediately prior to the date of payment to the Note, or to its acquisition by Lender, no later than immediately prior to the date of payment to the Note, or to its acquisition by Lender, any Funds held by Lender.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay the principal of and interest on the funds and any payments due under the Note.

The funds shall be held in an institution the deposits or accounts of which are insured by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the funds to pay the escrow items, or to a current balance in an institution the deposits or accounts of which are insured by a federal or state agency (including Lender if Lender is such an institution).

1. Payment of Principal and Interest; Prepayments and Late Charges. Borrower shall promptly pay when due

the principal of and interest on the debts evidenced by the Note and any charges due under the Note.

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

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## 1-4 FAMILY RIDER 24373 Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 10TH day of NOVEMBER 1988 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 THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at ILLINOIS

5239 WEST MONTANA, CHICAGO, ILLINOIS 60639  
(Property Address)

13-28-331-007

**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.

X Stanislaw Kozak \_\_\_\_\_  
STANISLAW KOZAK  
(Seal)  
-Borrower

X Irene Kozak \_\_\_\_\_  
IRENA KOZAK/HIS WIFE  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

RECORD AND RETURN TO:

BOX 130  
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS  
4901 WEST IRVING PARK ROAD  
CHICAGO, ILLINOIS 60641

ATTN: LYNN TSIAPAS

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Property of Cook County Clerk's Office  
8/25/88