Rolling Meadows, IL 60008

88146744

DEPT-01

\$16.40

T#4444 TRAN 1659 04/08/88 10:42:00 #1691 # D \* -88-146744 COOK COUNTY RECORDER

[Space Above This Line For Recording Data] -

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 31 The mongagoris Mario A. Amato and Maria C. Amato, his wife, and Michele 1988 Bonanno and Antonina Bonanno, his wife

("Borrower") This Seci rity Instrument is given to

AmeriMac Savings Bank, F.S.B.

which is organized and existing under the laws of The United States of America

, and whose address is

2 Crossroads of Commerce, Ste 740, Rolling Meadows, IL 60008 ("Lender"). Borrower owes Lender the princip sum of One hundred twenty thousand dollars and 00/100's--

> -- Dollars (U.S. \$ 120,000.00

). This debt is evidenced by Borrower's note

dated the same date as this Security Instrum int (' Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 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 Borrover's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mort age, grant and convey to Lender the following described property

located in

Cook

County, Illinois:

88146744

PARCEL 18:

THE EAST 65.0 FEET OF THE WEST 151 0 FFET OF THE NORTH 101.20 FEET OF EOT 32 IN FIRST ADDITION TO PLUM GROVE ESTITES BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL LETICIAN:

ALSO

PARCEL 28:

-88-146744

EASEMENTS AS SET FORTH IN THE CERTIFICATE OF SURVEY DATE JULY 17, 1957 AND RECORDED JULY 31, 1967 AS DOCUMENT 20213568 BY FEJERAL SAVINGS AND LOAN INSURANCE CORPORATION, A CORPORATION OF 14E JULIED STATES OF AMERICA, AND AS CREATED BY THE DEED FROM FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION, TO ERNEST E. NELSON AND ELEFANDR E. NELSON, DATED AUGUST 7, 1967 AND RECORDED OCTOBER 2, 1967 AS DOCUMENT 20277572 FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EDRESS AND DRIVEWAY OVER AND ACROSS THE EAST 10.0 FEET OF THE WEST 156.0 FEET OF THE NORTH 106.0 FEET TO THE TOBETHER WITH SOUTH 10.0 FEET OF THE NORTH 106.0 FEET OF THE WEST 156.0 FEET OF THE ACTION TO PLUM GROVE ESTATES AFORESAID, ALL IN COOK COUNTY, ILLINOS. ILLINOS.

PERMANENT INDEX NO. 02-26-409-01?

O. A,  $\mu$ 

which has the address of

3704 Emerson Avenue

Rolling Meadows

Hlinois

60008 [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.

\$16.00 MAILEORM 3014 12/83

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT 6 (IL) 18707.

RELATIONARY SERVICES #

laria C OJEMA (Scal) odemA BY SIGNING BELOW, Borrover accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by potrower and recorded with it. A Other(s) [specify] Occupancy Rider Planned Unit Development Rider Graduated Foursient Rider X 2-4 Family Rider Condominium Rider TabiA cial sidataujbA 🗀 Instrument. [Check arplicable box(es)] supplement the commants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security Indicament, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Right 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. 11. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the suins secured by this Security Instrument. the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially 20. Lender in Possession. Upon acceleration 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 without further demand and may foreclose this Security Instrument by judicial proceeding. before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by breach of any coverant of agreement in this Security sinci untent tought for the default; (b) the action and the agriculture to unitess applicable law provides otherwise). The notice shall specify; (a) the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured and (d) that failure to cure the days from the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the noneexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date secured in this tot all sums secured by before the date secured in this tot as notice. I can be date secured in the notice. I can be date secured by Trans 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 florrower's NOX-DAIFORM COVENAUTS. Borrower and Lender further covenant and agree as follows:

" OFFICIAL SEAL **~2**0009 Please send to: My Commission expires: 11/15/90 \$8 61 , Given under my hand and official seal, this set forth. free and voluntary act, for the uses and purposes therein **cheir** signed and delivered the said instrument as X 24 7 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that personally known to me to be the same person(s) whose native si 916 and Antonina Bonanno, his wife do hereby certify that Mario A: Amato and Maria C. Amato, his wife, and Michele Bonanno a Notary Public in and tor said county and state, I. David A. Rueberry County ss: STATE OF ILLINOIS. Space Below This Line For Acknowledgmen's Antonina tenanno Borrower (Seal) Borrower (Seal)

Rolling Meadows, It. AmeriMac Savings Bank, F.S.B. 2 Crossroads of Commerce, Ste 740

YRABBESOR R OLVACO OLVATO DE L. STATE F ICLI 1012 VEVENTS I N ELENES TIVITE YAN UNOFF

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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 a 4th rized 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 Lend's 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 or trate 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 antorization 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 are successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and a treements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is so signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the serms 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 interpret 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 so as 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 Unstrument 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's all 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 lay and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Postrument 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.

# **UNOFFICIAL COPY**

requesting payment.

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 the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Any amounts disbursed by Lender under this paragraph? I shall become additional debt of Borrower secured by this

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

Lender's rights in the Property (such as a proceeding in banktupity, probate, for condemnation of to enforce laws or regulations), then Lender's rights in the Property and Lender's rights in the Property. Lender's actions may do and 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 Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Instrument, appearing in court, paying reasonable attorneys of docs. coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect aft moday of slist asweriorn 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.

change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold. Borrower acquires fee title to the Property, the leasehold and

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 sums secured by this Security postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. It under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and reocceds resulting

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The so day period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender this the insurance carrier has restoration or repair is not economically feasible or Lender's security would be lessend the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, wit, at yexcess paid to Borrower. If of the Property damaged, if the restoration or repair is economically feasible and Lenders security is not lessened. If the

carrier and Lender. Lender may make proof of loss if not made promptly by Bor over.
Unless Lender and Borrower otherwise agree in writing, insurance proceeds and be applied to restoration or repair

Lender shall have the right to hold the policies and renewals. If Lender tiqui es, Borrower shall promptly give to the insurance all receipts of paid premain notice to the insurance All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld

requires insurance. This insurance shall be maintained in the an owner subject to Lender's approval which shall not be insurance shall be chosen by Borrewer subject to Lender's approval which shall not be 5. Hazard Insurance. Borrower shall keep the in protements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term exter ded coverage" and any other hazards for which Lender

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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 of take one or more of the actions set forth above within 10 days. agreement satisfactory to Lender subordinating the Ver to this Security Instrument. If Lender determines that any part of agrees in writing to the payment of the obligation, secured by the lien in a manner acceptable to Lender; (b) contests in good fairh the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender; (b) contests in good fairh the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender; opinion operate to prevent the enforcement of the iten or forfeiture of any part of the Property; or (c) secures from the holder of the lien an prevent the enforcement of the dien of the lien and prevent the enforcement of the dien of the lien of the lien of the lien of the lien and the enforcement of the dien of the lien and prevent the enforcement of the contest that any part of

receipts evidencing the payments. to be paid under this paragraph. If Bo, it wer makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the person swed payment. Borrower shall promptly furnish to Lender all notices of amounts

4. Charges; Liens. Forrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain prio by over this Security Instrument, and leaschold payments or ground rents, if any. Borrower shall pay these obligations in the manner, Borrower shall be the continuous continuous shall pay these obligations in the manner, Borrower shall be the continuous continuou

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

application as a creekt sainst the sums secured by this Security Instrument.

than inimediately roof to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

amount of the coessary of 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 any Funds held by Lender. Lender shall apply, no later

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 esertow items when due, Borrower shall pay to Lender any the due dates of the escrow items, shall exceed the amount required to pay the escrow 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

this Security Instrument.

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 requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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 Lender may not charge for holding and applying the Finnds, analyzing the account or verifying the eserow items, unless 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

emais worde data and reasonable estimates of future escrowitems 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender for 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 tents 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 Property is any of the Funds on the Funds on the Funds of the Funds of the Funds on the Funds of the Fu

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

# UNOFFICIAL COPY4-4

OCCUPANCY RIDER TO MORTGAGE

LOAN NO: 55-101032 DATE: March 31, 1988

THIS AGREEMENT REGARDING OCCUPATION CONSTITUTES A CONDITIONAL MODIFICATION OF A PROMISSORY NOTE (SAID NOTE) AND MURTGAGE (SAID MORTGAGE) OF THE SAME DATE HEREWITH, EXECUTED BY

Mario A.Amato and Maria C. Amato, his wife, and Michele Bonanno and Antonina Bonanno, his wife

AmeriMac Savings Bank, F.S.B.

(BORROWER) IN FAVOR OF (LENDER)

REGARDING CERTAIN REAL PROPERTY KNOWN AS

(SAID REAL PROPERTY).

3704 Emerson Avenue Rolling Meadows, IL 60008

### RECITAL

BORROWER HAS MADE AN APPLICATION TO LENDER FOR A LOAN IN THE SUM OF \$ 120,000.00 (SAID LOAN) TO BE SECURED BY SAID MORTGAGE AND, WITH RESPECT TO SUCH (P)LICATION, HAS REPRESENTED TO LENDER THAT BORROWER WILL OCCUPY SAID REAL PROPERTY AS BORROWER'S PRINCIPAL RESIDENCE. SUBJECT TO SAID REPRESENTATION LENDER, WAS APPROVED SUCH LOAN.

THIS AGREEMENT CONFIRMS THE REPRESENTATIONS OF BORROWER REGARDING OCCUPANCY OF SAID REAL PROPERTY AND SETS FORTH THE TERMS OF THE MODIFICATION OF SAID NOTE IN THE EVENT, FOR ANY REASON, BORROWER FAILS TO OCCUPY SAID REAL

### AGREEMENT

- 1. REPRESENTATIONS OF BORROWER. IN CONSIDERATION OF THE MAKING OF SAID LOAN TO BORROWER BY LENDER, BORROWER DOES HEREBY AGREE TO (1) OCCUPY THE SAID REAL PROPERTY AS BORROWER'S PRIMARY RESIDENCE WITHIN (30) DAYS OF THE DATE SAID MORTGAGE IS RECORDED AND (2) CONTINUE TO OCCUPY SAID REAL PROPERTY THROUGH THE ONE-YEAR ANNIVERSARY DATE OF THE RECORDATION OF THE MORTGAGE.
- 2. HODIFICATION OF SAID NOTE. IN THE EVENT BORROWER FAILS TO OCCUPY SAID REAL PROPERTY AS DESCRIBED ASOVE, SAID NOTE SHALL BE DEEMED
- AUTONATICALLY AMENDED AS FOLLOWS WITHOUT FUPTHER ACT OF LENDER:

  (A) THE INTEREST RATE SET FORTH IN SAIL NOTE SHALL BE INCREASED FROM

  10.000 % TO 11.000 % EFFECTIVE AS OF THE DATE SAID MORTGAGE WAS
  RECORDED, AND ALL SUBSEQUENT PAYMENTS SHALL BE ADJUSTED ACCORDINGLY IN
  COMPLIANCE WITH THE PROVISIONS OF SAID NOTE:
- (B) A LATE CHARGE OF FIVE PERCENT (5%) SHALL APPLY TO ANY INSTALLMENT PAYMENTS NOT MADE WITHIN FIFTEEN (15) DAYS OF ITS DJE DATE:
- 3. COMPLIANCE WITH LAW. IN NO EVENT SHALL ANY OF THE PROVISIONS STATED IN ARTICLE 2 ABOVE BE APPLICABLE TO THE EXTENT THEY RESULT IN AN INTEREST RATE, LATE CHARGE, OR PREPAYMENT CHARGE IN EXCESS OF THE MAKIMUM PERMITTED BY LAW.
  - 4. ASSIGNMENT. THIS AGREEMENT MAY BE ASSIGNED BY LENDER AT ANY TIME.
- 5. WAIVER OF OBLIGATION TO OCCUPANCY. NOTWITHSTANDING THE PROVISIONS OF ARTICLE 2 ABOVE, IF BORROWER FAILS TO OCCUPY SAID REAL PROPERTY AND DEMONSTRATES TO LENDER'S REASONABLE SATISFACTION THAT SUCH FAILURE HAS DUE TO CAUSES BEYOND BORROWER'S CONTROL, THE PROVISION OF SAID ARTICLE 2 SHALL NOT APPGY.

		<i></i>	
Thrun A. Am	3/3/88	pero c. Onoto	03-31-88
BORROWER	DAZE	BORROWER	DATE
Mario A. Amato,	,	Maria C. Amato	
mintele bone	nuo		nunn
BORROWER	DATE	BORROHER	DATE
Michele Bonanno SUBSCRIBED AND SWO	ORN BEFORE ME THIS_	Antonina Bonanno 31 DAY OF March	, 19 <u>8</u> 6.

MY COMMISSION EXPIRES: // 2/9)

" OFFICIAL SEAL " DAVID R. ROSEBERRY NOTARY PUBLIC, STATE OF ILLINOIS . I COMMISSION EXPIRES 11/18/90

### Assignment of Rents

day of THIS 1-4 FAMILY RIDER is made this 31st March 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 "Lender") AmeriMac SavingsBank, F.S.B.

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

3704 Emerson Avenue Rolling Meadows, IL 60008

(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. SUBOPAN 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 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 REGIT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LE'SES. 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" shill mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrov er inconditionally 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 tents to Leuver 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 rints 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 rad has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph E

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 light 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 notion 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 bis 1-4 Family Rider.

03-31-88 (Seal)

(Seal) Borrower

Antonina Bonanno