71-67-305

UNOFFICIAL 2COPINS informment was prepared by: * MARICA

COOK COUNTY, FLIGHOUS SILED FOR RECORD

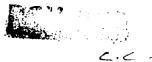
1988 NAY 27 PH 3: 21

88229212

88229212

First Federal Savings and Loan Association of Rockford, 612 North Main Street, Rockford, Illinois 61103;

Under the supervision of Holmstrom & Green, 800 North Church Street, P.O. Box 589, Rockford, Illinois 61105.



[Space Above This Line For Recording Data] THIS IS A PURCHASE MONEY MORTGAGE

\$17.00

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on	ity Instrument is given to FIRST is organized and existing under the orth Main Street, Rockford, Illinois y-nine. Thousand, Four Hundred). This debt is evidenced by provides for monthly payments, with ed by the Note, with interest, and all erest, advanced under paragraph 7 to
this Security Instrument and the Note. Sor this purpose, Borrower does hereby me the following described property located in	ortgage, grant and convey to Lender County Illinois:
the following described property focuses in	
04	E.A.
	'.
	882292
protect the security of this Security Instrument; and (e) the performance of Borrowthis Security Instrument and the Note. For this purpose, Borrower does hereby me the following described property located in	
1002 37 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	Chica as

which has the address of1962_N. Lin	coln Avenue	Chicago
	[Street]	[City]
Illinois 60614	("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."

HORROWER 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.

UNOFFICIAL COPY

Zecooccooccooccooccooccooccooccooccoocco	
My Commission of Italian & My Commission of Italian &	
OFFICIAL SEAL	
My Commission expires:	
Given under my hand and official seal, thisday ofday of	
set forth.	
signed and delivered the said instrument as file free and voluntary act, for the uses and purposes therein	
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged thathe	
Detsonally known to me to be the solve person(s) whose name(s)	
do hereby certify that A. Diesett . A Zimmit S	
I, the, undersigned, Notary Public in and for said county and state,	
STATE OF ILLINOIS, COOK County ss:	
Space Below This Like For Acknowledgment]	
(lso2)	
Robert A Limers Boomer	
BY SIGNING BELOW, Bortowir accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Bortower and recorded with it	
T (fuends) (c) (support	
Graduated raym at Rider	
Adjustaol Ra e Rider Condominum Rider X 2-4 Family Rider	
Instrument. [Chec.t s.pnlicable box(es)]	
23. We see to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security I ist ument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security	
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.	
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.	
costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.	
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 appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of	
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,	
before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument by judicial proceeding.	
existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or	
secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-	
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums	
uniess apprication and provides outerwise,, and notice statistics is diven to Berromer by which the default must be cured: default: (c) a date, not less than 30 days from the date the notice is diven to Berromer by which the default must be cured:	

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17

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

UNIFORM COVENANTS Corroser and Lendercev name diagraph (flor) 2 2 2 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (e) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. borcower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in be manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrow r n akes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any nen which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to ani. Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain prior ty over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or the one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "exter sec coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender a id shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, dorrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower [10] give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower

Unless Lender and Borrower otherwise agree in writing, insurance proceeds snat. be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the procesus to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal the it not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold. Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Propertyl the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

UNOFFICIAL COPY

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstalement by reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's 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 (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meels certain conditions, Borrower shall have the right to have

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any ton less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by II Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

federal law as of the date of this Security Instrument. 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

interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

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

Note are declared to be severable.

which can be given effect without the conflicting provision. To this end the provisions of this Sectifity Instrument and the More conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the More jurisdiction in which the Property is located. In the event that any provision or clause of this security Instrument or the in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by fee ral law and the law of the

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice mailing it by first class mail unless applicable law requires use of another moloca. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender Ally notice to Lender shall be given by 14. Antices. Any notice to Borrower provided for in this Security 1. strument shall be given by delivering it or by

71 dqsagsasq

13. Legislation Affecting Lender's Rights.
The macting any provision of the Note or this Security Instrument uner for expiration of applicable laws has the effect of may provision of the Note or this Security Instrument uner instrument and may invoke any remedies 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 time the steps specified in the second paragraph of permitted by paragraph 19. If Lender exercises this option, Lender shall time the steps specified in the second paragraph of

partial prepayment without any prepayment charge under the Note under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender 1224 choose to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded charges, and that law is finally interpreted so tiat the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, hen: (a) any such loan charge shall be reduced by the amount If the loan secured by this Security Instrument is subject to a law which sets maximum loan 12. Loan Charges,

that Borrower's consent.

modify, forbear or make any accommodetions with regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrume it; and (c) agrees that Lender and any other Borrower may agree to extend, Instrument but does not execute the 1131es (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 of paragraph 17. Borrower's cor earne, and agreements shall be joint and several. Any Borrower who co-signs this Security this Security Instrument shall bin, and benefit the successors and assigns of Lender and Borrower, subject to the provisions The covenants and agreements of

shall not be a waiver of or preclude the exercise of any right or remedy. by the original Borrov er it Botrower's successors in interest. Any forbearance by Lender in exercising any right or remedy

payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made Lender shall not to required to commence proceedings against any successor in interest or refuse to extend time for interest of Borro er shall not operate to release the liability of the original Borrower or Borrower's successors in interest. modification & framortization of the sums secured by this Security Instrument granted by Lender to any successor in 10. Barower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or

postpone the date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

to the sums secured by this Security Instrument, whether or not then due.

given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

paid to Borrower.

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 unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

assigned and shall be paid to Lender.

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

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

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 If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, florrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the

UNOFFICIAL COP2YI 2

(1 Year Treasury Index -- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this	26 thiny of	May	19 ^{8.8} and 6
incorporated into and shall be deemed to amend and sur	plement the Mortgag	e, Deed of Trust	or Security Deed (the
"Security Instrument") of the same date given by the ur Rate Note (the "Note") to First Federal	dersigned (the "Borr	oriisos ol ("towu	Borrower's Adjustable
Rate Note (the "Note") to Pirst Federal	Savings & Lo	an Assoc.	or Kockrord
(the "Le	nder") of the same dat	te and covering th	e property described in
the Security Instrument and located at:			
1962 N. Lincoln Ave., Chicag	o, IL. 60614		
Person	to Address I		

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM, RATE THE BORROWER MUST PAY.

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

A. INCEREST RATE AND MONTHLY PAYMENT CHANGES

4. INTEREST FATE AND MONTHLY PAYMENT CHANGES

(A) Charge 'sies

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States. Fleasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most reven, Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is hased upon comparable information. The Note Holder will give rise police of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder win executate my new interest rate by adding Three percentage points (...3.0 ...%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one precentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

(E) Effective Date of Changes

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

or demend on Borrower. If Lender exercises the option to require innowcliste payment in [11], 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

expitation of this period, Lender may invoke any temedies permitted by this Security Instrument without further notice. which Burrower must pay all sums eccured by this Security Instrument. If Borrower falls to pay these sums prior to the

Instrument. Burrower will continue to be abligated under the Note and this Security Instrument unless Lender releases Londer and that obligates the transferes to use all the promises and agreements made in the Note and in this Security the loan assumption. Lender may also require the transferce to sign an assumption agreement that is acceptable to To the extent permitted by applicable law, I coder may wharge a reasonable fee as a condition to Lender's consent to

Property of Cook County Clark's Office ВУ Signing Below, Burower accepts and agrees to the terms and coverants contained in this Adjustable Rate

Rider.



THIS 2-4 FAMILY RIDER is made this 26th, day of May	1988 ,
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trus	at or Security Deed (the
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secu-	re Borrower's Note to
First Federal Savings and Loan Association of Rockford	(the "Lender")
of the same date and covering the property described in the Security Instrument and located at:	
1962 N. Lincoln Avenue Chicago, Illinois 60614	
[Property Address]	

- 2-4 FAMHA 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. SUBGRLINATE 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 R'GET TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LE GES. Upon Lender's request, Borrower shall assign to Lender all feases 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 acconditionally 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 $r \approx$ 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 che P. operty before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do 20 at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or tranely 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 a reement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the emedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4. Femily	00 Rider, 000	,
	2.)
Robert A. Zimmers	(Seal)	
	(Seal)	
	-Battower	

PARCEUNOFFICIAL COPY2

The state of the s

LOT 3 IN PUMPELLY'S RESUBDIVISION OF LOTS 2 TO 5 IN ARMSTRONG'S SUBDIVISION OF THE NORTH 3 ACRES OF BLOCK 39 IN CANAL TRUSTEE'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID LOT 3 LYING WESTERLY OF A LINE 51 FEET EAST OF AND PARALLEL WITH THE WESTERLY LINE OF LOTS 1 AND 2 IN PUMPELLY'S RESUBDIVISION

AFORESAID, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS NUMBER 1 AS CREATED BY DEED FROM VICTOR MILLEN TO TYREEL A. RICHARDSON AND ROSE F. RICHARDSON, HIS WIFE, DATED APRIL 12, 1948 AND RECORDED APRIL 28, 1948 AS DOCUMENT NUMBER 14302282 FOR INGRESS AND EGRESS OVER THE POLLOWING DESCRIBED LAND, 2 FEET TO THE EAST OF AND 2 FEET TO THE WEST OF A LINE STARTING AT A POINT ON THE SOUTHEASTERLY LINE OF LOT -. 51 FEFT EAST OF THE WEST LINE OF LOT 3, EXTENDING NORTH TO THE BUILDING LINE ALSO

4 FEET TO THE ALLEY IN A NORTHWESTERLY DIRECTION STARTING ON A LINE BEGINNING FROM A POINT 103.95 FEET FROM THE EASTERMOST CORNER OF LOT 4 ON THE SOUTHEASTERLY LINE OF SAID LOT EXTENDING TO SAID ALLEY ALSO

4 FEET TO THE SOUTH SAST OF A LINE STARTING FROM A POINT 58.90 FEET FROM THE NORTHERLY CORNER OF LOT 2 ALONG THE NORTHWESTERLY LOT LINE AND EXTENDING TO THE POINT 15 60 FEET IN A SOUTHEASTERLY DIRECTION ALONG

EXTENDING TO ...

THE PRESENT BUILDING

1962 N LINCOLN

CHICAGO, ILLINOIS