COOK COUNTY, ILLINOIS

130 010 27 CH 12: 52

89615732

89615732

(Space Above This Line for Recording Data) -

\$18.00

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 19, 19 89 The mortagor is JACK E. BUSS JR, DIVORCED AND NOT SINCE REMARRIED

("Borrower") This Security Instrument is given to

STANDARD PEDERAL SAVINGS & LOAN ASSN OF CHGO

which is organized and exist under the laws of THE UNITED STATES OF AMERICA, and whose address is 4192 S. ARCHER AVENUE CHICAGO, ILLINOIS 60632

("Lender").

Borrower owes Lender the principal sum of THIRTY SIX THOUSAND SIX HUNDRED DOLLARS & NO CENTS

Dollars (U.S. \$ 36,600.00

). This debt is evidenced by Borrower's note

dated the same date as this Security Instrument (Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 2020

This Security Instrument secures to Lender: (a) the repayment of the delit videnced 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 Borros er'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

County, Illinois:

LOTS 25 AND 26 IN BLOCK 24 IN JAMES H. CAMPBELL'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE NORTH WEST QUARTER (EXCEPT THE EAST 50 FEET THEREOF) OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL C/OPTS OFFICE MERIDIAN, IN COOK COUNTY, ILLINOIS.

19-14-123-026-0000

19-14-123-027-0000

which has the address of 3648 W 58TH ST [Street]

. CHICAGO

(City)

Illinois

60629 (Zip. Code)

("Property Address");

TOOFTHER 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 fimited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's NON: UNIFORM COVENANTS Bottower and Lender further covenant and agree as follows:

existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or 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 security linariument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Horrower of the right to reinstate after acceleration and the right to reinstate after acceleration and the right to sectionare proceeding the non-national default is not other default in an order of the right in the obtaining the non-national default in the default is not outen and extension and the right in the default is not outen arternance of a default in an other default in a breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the

before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by

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 this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' tees and costs of title evidence.

20. Lender in Possession, Upon acceleration under paragraph 19 or abandonment of the Property and at any time paragraph of an analysis of the property and at any time.

22. Walver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower Borrower shall pay any recordation costs the Property including those past due. Any rents collected by Lender or the receiver shall be expliced first to payment of the receiver's long innited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release, Upon payment of all sums secured by this Security Instrument.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security instrument. [Cheek av plicable box(es)] this Security in teriment, the covenants and agreements of each such rider shall be incorporated into and shall amend and

🛄 Planned Unit Development Rider Tabis Ina. Tvr. 1 balauato [] Tabist ylima 4 1-2 [] Condominium Rider nobin -tall Linten(bA #

TKOther(s) [specify] } -{ FAM RIDER

BY SIGNING BELOW, Borrover and safees to the terms and covenants contained in this Security instrument and in any rider(s) executed of Porrower and recorded with it.

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TYCK E. BUSS JR, DIVORCED AND NOT SINCE REMARKIED

do hereby certify that

STATE OF ILLINOIS,

set forth.

THES INSTRUMENT

personally known to me to be the same person(s) whose name(++

County 55:

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

free and voluntary act, for the uses and purposes therein 5 sa instrument and delivered the said instrument as

Given under my hand and official seal, this

My Commission expires:

1. Commission Expires 11/8/80 Mar 17 Public, State of Illinois NYNCA Y' DE WYYE OMICIYT SEYT.

#135 2. ARCHER AVENUE DELIVER TO I DONNY STAMIARSKI

UNOFFICIAL COPY

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

B. 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 is a 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 present 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 an or lization 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 Korof.; 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 agree nents 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 ferms 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 covered 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 line 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 sepa specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrumer, 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 so lice 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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of. (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower. (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred, (b) cures any default of any other covenants or agreements: (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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rednesting payment.

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

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

instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to project the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

fee title shall not merge unless Lender agrees to the merger in writing.

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

Instrument immediately prior to the acquisition.

under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and orded resulting from damage to the Property prior to the acquired by this Security positione the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If Unless, Lender and Borrower otherwise agree in writing, any application of proceeds to principal stail not extend or

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the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin offered to settle a chaim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore Borrower abandons the Property, or does not answer within 30 days a notice from Lendes that the insurance carrier has 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 Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

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

all receipts of paid premiums and renewal notices. In the event of loss, Borrow it shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender elance policies and renewals shall be acceptable to Lend the shall include a standard mortgage clause.

unreasonably withheld. mearance carrier providing the insurance shall be chosen by Borray er subject to Lender's approval which shall not be 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 included coverage, and any other hazards for which Lender requires. This insurance. This insurance shall be maintained in the among for the periods that Lender requires. The

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

receipts evidencing the payments.

pay them on time directly to the performer makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower shall promptly furnish to Lender Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Horrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall

4. Chargest Liens. Soutower shall pay all taxes, assessments, charges, fines and impositions attributable to the

3. Applicanto of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs i and 2 sha i be applied first, to late charges due under the Mote; second, to prepayment charges due under the Mote; second, to prepayment charges due under the Mote; to amounts, washing under pastagraph 2; fourth, to interest due; and last, to principal due.

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

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

amount necessary to make up the deficiency in one or more payments as required by Lender.

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, borrower shall pay to Lender any at Bortower's option, either prompily repaid to Bortower or credited to Bortower on monthly payments of Punds. If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, Urbe amount of the Funds held by Lender, together with the future monthly payments of Funds payable princ to

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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 Conder 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 Funds, analyzing the account or verifying the escrow stams, unless tonder pays Borrower and state agency (including Lender if Lender is such an institution), Lender shall apply the Funds to pay the escross items to larabal a 4d bastranaus to batuent are duidw lo emocose to eneoqab adt gonument na m blad ad ilade abnult adl

basis of current data and reasonable estimates of future eserow, items. leasehold payments or ground rents on the Property, if any: (c) yearly hazard insurance premiums, and (d) yearly morning may estimate the Funds due on the mortgage insurance premiums if any clients are called "escrow items." Lender may estimate the Funds due on the Glass (d) Jeannaism Vinuses and 1990 Chiquing man bein hold a transcarse bee eskel Chast (a) 10 dilban ono

2. Funds for Laxes and lnaurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay or Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall prompily pay when due principal of and interest on the debt evidenced by the Note and any prepayment and late that ges due under the Note.

UNIFORM COVENANTS — Borrower and Lender covenant and agree as follows:

UNOFFICIAL 9GOP YAM PLAN NO. 0027

ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 19THday of DECEMBER , 19 89, 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 Adjustable Rate Note (the "Note") to STANDARD FEDERAL SAVINGS & LOAN ASSN OF CHGO

(the "Lender") of the same date and covering the property described in

the Security Instrument and located at:

3648 W 58TH ST

CHICAGO

IL

60629

[Property Address]

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 BOR-ROWER MUST PAY.

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

A. INTEREST RAT! AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.000%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may counge on the first day of JANUARY 1, , 19 93 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

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 Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent 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 Holler will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND

ONE HALF percentage points (2.50%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the rext Change Date.

The Note Holder will then determine the amount of the monthly paymen? that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in 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

The interest rate I am required to pay at the first Change Date will not be greater than 32,000 % or less than 8.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding that months. My interest rate will never be greater than 15.000 %, NOR LESS THAN 8.0002. 15.000 interest rate will never be greater than

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new in inthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes ugain.
(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 transferce; 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.

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

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Borrower (Iso2) 2) 23319 BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate

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

(Seal)

(last)

Borrower (Iss2).

991 XO3 DELIVER TO

Rider

or demand on Borrower.

UNO F-4-F-MILA RIDERO PY: Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 19TH day of DECEMBER , 19 89, 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 STANDARD FEDERAL SAVINGS & LOAN ASSN OF CHGO (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3648 W 58TH ST

CHICAGO

IL 60629

- 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. SUBORD'NATE 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 in required by Uniform Covenant 5.
 - D. "BORROWER'S F. CHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF L'ASES. 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" shell 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's 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 rome received by Borrower shall be held by Rorrower as trustee for benefit of Lender only, to be applied to the sums se used by the Security Instrument; (ii) Lende shall be entitled to collect and receive all of the rents of the Property; and (iii) rach tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to to tenant.

Borrower has not executed any prior assignment of the reine 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 main ain 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 shell not cure or waive any default or invalidate any their right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Socurity Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any lote 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.

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