89618324

DEPT-01 RECORDING \$18.25 T#4444 TRAN 2128 12/28/89 10:07:00 #6441 # D -89-COOK COUNTY RECORDER

(Space Above This Line For Recording Data) -

MORTGAGE THE TERMS OF THIS LOAN CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY. DECEMBER 21 THIS MORTGAGE ("Security Instrument") is given on 89 The more agor is CHERYL WICKLUND, DIVORCED NOT SINCE REMARRIED

("Borrower"). This 'security Instrument is given to AETNA BANK

THE STATE OF ILLINOIS which is organized and existing under the laws of

, and whose address is

2401 NORTH HALCTED

("Lender").

CHICAGO, ILLINOIS 6061 of Borrower owes Lender the principal sum of

NINETY SEVEN THOUSAND FIVE HUNDRED AND NO/100

97,500.00). This debt is evidenced by Borrower's note Dollars (U.S. \$ 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 JANULRY 1, 1997 . 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, viti, interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borro ver'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 County, Illinois: located in

LOT 7 IN MARY PARROTT'S RESUBDIVICION OF LOTS 4 AND 6 TO 14 IN BLOCK 4 IN PIERCE'S ADDITION TO HOLSTEIN IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS IS COMMERCIAL LOAN

AND TITLE CO

14-31-301-009

which has the address of

-6F(IL) (890)

1949 NORTH WICKMINKE

CHICAGO (Cityl

Illinois

£2£22 60647 ("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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited ations by jurisdiction to constitute a uniform security instrument covering real property.

VOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

VMP MOREGAGE FORMS * (313)293 8100 * (800)521 7291

Clert's Orrica

PATHICE MARCELL ANDERSON Sand Official seal, this 68 61 HIS/HER free and voluntary act, for the uses and purposes therein sgned and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that 3HS/ , personally known to me to be the same person(s) whose name(s) do hereby certify that CHERYL WICKLUND, DIVORCED NOT SINCE REMARKIED a Notary Public in and for raid county and state, County 55: STATE OF ILLINOIS, [Space Below This Line For Acknowleds and] Borrower (1692)

CHERYL WICKLUND/DIVORCED

ware all

and in any rider(s) executed by Borrowar and recorded with it.

ONOELICIAL COSTA TAINOI 10 PS CHICAGO, ILLINOI LONG CHICAGO, ILLIN

BY SIGNING BELOW, Borrower and agrees to the terms and covenants contained in this Security Instrument

Other(s) [specify]	
Graduated Payment Rider	
tonist is graphening.	rees.

Condominium Rider

Planned Unit Development Rider

AETUA BAUK

CHICAGO, IL

HARRIET HARTIG PREPARED BY:

MY COMMISSION EXPIRES 5/29/90 }

JAIOI440 "

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кесовр дир ветиви то:

T1909

XX 1--4 Family Rider

Borrower (Seal) Borrower (Seal)

OL Bonowor (2021)

[Check applicable hox(es)] supplement the armanus and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 21. Release. Upon payment of all surrower this Security Instrument, Lender shall release this Security Instrument without charge to Borrower waives all right of homestead exemption in the Property.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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

on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums 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 the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment 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. by 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, or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured existence of a default or any other defense of Borrower to acceleration and forcelosure. If the default is not cured on morning the right of the right of the natural after acceleration and the right to assert in the foreclosure proceding after non-(c) a date, not less than 36 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 secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further secured by this Security Instrument, foreclosure py judicial proceeding and the right to accept the civit to rejust the acceptance of the proceeding and the right to acceptance and the right to acceptance are acceptance. applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; to any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach NON-DAIFORM COVENAUS, Borrower and Lender further covenant and agree as follows:

UNIFORM COVE co (chanf) and Sag

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; (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 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to

Lender any amount necessary to 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 price 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.

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. Borrower 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 the manner previded in paragraph 2, or if not paid in that manner, Borrower shall pay then 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 Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lie 1 v high has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation sourced 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 New to this Security Instrument. If Lender determines that any part of 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 or take 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 "extended 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 Lend r's approval which shall not be unreasonably

withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shell promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give proper 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 shall 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 prid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the incurrance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day priod will begin when the notice is given.

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 I 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.

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 Property, 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.

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any 16. Borrower's Copy, Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

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

14. Natices. Any notice to Borrower provided for in this Security I strument shall be given by delivering it by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17. 13. Legislation Affecting Lender's Rights. It enactment or experion 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 In tru ment and may invoke any remedies permitted

prepayment without any prepayment charge under the Note. reduce the charge to the permitted limit; and (b) any sur is already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to mai're this refund by reducting the principal owed under the Note or by making a direct payment to Borrower. If a refund te duces principal, the reduction will be treated as a partial preparation without any except the charge under the Mote or by making a direct payment to Borrower. If a refun d te duces principal, the reduction will be treated as a partial preparation without any except the Mote or by making any except the Alone 12. Loan Charges, If the loan secured by 'n'. Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the 'n'. serst or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any 'uch loan charge shall be reduced by the amount necessary to

that Borrower's consent.

modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instruction; and (c) agrees that Lender and any other Borrower may agree to extend, It. Successors and Assigns bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Lacessors and Assigns bound; Joint and Several Liability; Co-signers. The covenants and agreements of the provisions of paragraph 17. Borrower's covenance and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey Instrument but does not execute the 110 st. (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property and co-signing this Security Instrument; (b) is not personally obligated to pay that Borrower's interest in the Property and (c) surest Londer and any other Borrower agree to extend the sums sourced by this Security Instrument but does not expend the Instrument but does not expend the Instrument but only the Borrower and says to payent

of or preclude the exercise of any right or remedy. or Bottower's successor, in infinest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver be required to commerce froceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sims secured by this Security Instrument by reason of any demand made by the original Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not

10. Bothwer Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the time for payment or modification of amortization of the time for payment or Borrower or postpone the a se 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

Property or to the sums secured by this Security Instrument, whether or not then due, 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 notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the

be paid to Borrower. before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall 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 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,

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 theu of condemnation, are hereby assigned and shall be paid to Lender.

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

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall terminates in accordance with Borrower's and Lender's written agreement or applicable law

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

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 21 ST 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 Adjustable Rate Note (the "Note") to AETNA BANK

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

the Security Instrument and located at:

WILMOT

1949 NORTH XWYLMONT, CHICAGO, ILLINOIS 60622 60647

[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 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. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an impal interest rate of 9.875 %. 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 climage on the first day of JANUARY, 19 91, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(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 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 Holder vill 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 to new interest rate by adding THREE AND ONE HALF percentage points (3.500 %) to the Curtert 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 next Change Date.

The Note Holder will then determine the amount of the monthly payment 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 inclust 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 11.875 % or less than 7.875 %. 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 welve months. My interest rate will never be greater than 16.875 %.

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

(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.

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.

MULTISTATE ADJUSTABLE RATE RIDER—ARM 5-2-Single Family—Fannie Mae/Freddie Mac Uniform Instrument

Form 3111 3/85

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(las2) newono8-	
(lse2).	
CHERYL MICKLUND/DIVORCED NOT .Borrower SINCE REMARRIED	
- 0	

Rider.

0) 23319 BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate

or demand on Borrower. 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-

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1-4 FAMILY RIDER Assignment of Rents

This 1-4 FAMILY RIDER is made this 21ST day of DECEMBER ,1989 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 ARTINA BANK

(the "Lender")

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

WILMOT

1949 NORTH WILMONT, CHICAGO, ILLINOIS

69622

60647

(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 above, g classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORDINATE Ligras. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected runinst the Property without Lender's prior written permission.
- C. RENT LOSS INSURANCE. Porrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - D. "BORROWER'S RIGHT TO REINS ATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lend it'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 of to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower unconditionally arraigns 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. For over, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, For ower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower'. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security, instrument, (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Propera periore or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remaily of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is pair in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedias parmitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

CHERYL WICKLUND	(Seal)
	-Borrower
	(Seal)
	-Borrower
	(Seal)
	-Borrower
	(Saal)
	-Borrower

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