

90425915

49322915 of 2

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THE TERMS OF THIS LOAN **MORTGAGE** 0290010123
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.
THIS MORTGAGE ("Security Instrument") is given on **AUGUST 22**
1990 The mortgagor is **NICHOLAS COVELLO, SINGLE MAN NEVER MARRIED**

("Borrower"). This Security Instrument is given to **COLE TAYLOR BANK**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is
850 WEST JACKSON BOULEVARD
CHICAGO, ILLINOIS 60607 ("Lender").

Borrower owes Lender the principal sum of
ONE HUNDRED SIXTY THOUSAND AND NO/100

Dollars (U.S. \$ 160,000.00) . 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 **SEPTEMBER 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, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
located in **COOK** County, Illinois:

**LOT 93 IN FORBUS SUBDIVISION IN BLOCK 17 IN THE CANAL TRUSTEE'S
SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

17-07-224-014
VOLUME 587

which has the address of **525 NORTH MARSHFIELD AVENUE** **CHICAGO**
[Street] [City]
Illinois **60622** ("Property Address");
[Zip Code]

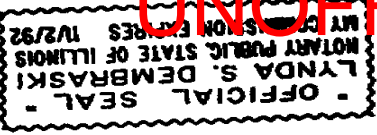
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter
a part of the property. All replacements and additions shall also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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

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

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850 WEST JACKSON
CHICAGO, ILLINOIS 60607
COLB TAYLOR BANK
RECORD AND RETURN TO:
LINDA GARCIA
CHICAGO, IL 60607
PREPARED BY:

Given under my hand and official seal, this 2nd day of August, 1990
Linda S. Dembraski
Notary Public

My Commission expires:

set forth.

signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein

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

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

do hereby certify that NICHOLAS COVELLO, SINGLE MAN NEVER MARRIED,

a Notary Public in and for said county and state,

N. Covello
I, the undersigned,

STATE OF ILLINOIS,

County ss:

DEPT-01 RECORDING 181111 TRAM 5148 08/31/90 13:06:00
26771 # 90-425915
COOK COUNTY RECORDER

(Space Below This Line For Acknowledgment)

90425915

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower
NICHOLAS COVELLO
(Seal) Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) [specify] BALLOON RIDER

- Graduated Payment Rider
- Adjusted Payment Rider
- Condominium Rider
- Family Rider
- Planned Unit Development Rider

(Check applicable box(es))

19. Acceleration: 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 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; and (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 shall result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured 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, but not limited to, reasonable attorneys' fees and costs of the evidence.

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

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.

22. 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 this Security Instrument, 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 Instrument.

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UNIFORM COVENANTS, Conditions and Lender Obligations for Mortgage Loans 15

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 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.** 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 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 Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien 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 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 Lender'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 shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall 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 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 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 proceeds 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 shall 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 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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paragraphs 13 or 17.

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 lien 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 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
enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period
18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have
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
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
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.

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
and the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument
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
to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall
14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it
or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed
require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted
13. Limitation on Remedies. Lender shall take the steps specified in the second paragraph of paragraph 17.
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
12. Loan Changes. If the loan secured by this Security Instrument is subject to a law which sets maximum loan
charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection
with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to
reduce the charge to the permitted limit; and (b) any sum 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.

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

10. Borrower's Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification
of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower
shall not operate to increase 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 amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower
or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver
of or preclude the exercise of any right or remedy.

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 condemner 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 date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

8. Impartial. 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.
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.

7. Acceleration. If Borrower fails to pay the sums secured by this Security Instrument when due, or if Borrower
violates any other covenant or agreement in this Security Instrument, then the sums secured by this Security Instrument
shall become immediately due and payable, and the term of this Security Instrument shall terminate. Lender shall
be entitled to collect and apply 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 condemner 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 date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

6. Borrower's Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification
of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower
shall not operate to increase 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 amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower
or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver
of or preclude the exercise of any right or remedy.

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

4. Loan Changes. If the loan secured by this Security Instrument is subject to a law which sets maximum loan
charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection
with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to
reduce the charge to the permitted limit; and (b) any sum 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.

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

2. 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
and 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.

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1-4 FAMILY RIDER Assignment of Rents

This 1-4 FAMILY RIDER is made this **22ND** day of **AUGUST**, 1990, 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 **COLE TAYLOR BANK** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

525 NORTH MARSHFIELD AVENUE, CHICAGO, ILLINOIS 60622
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

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

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

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

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

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



NICHOLAS COVELLO

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

17-07-224-014
VOLUME 587
RECORD AND RETURN TO:
COLE TAYLOR BANK

850 WEST JACKSON BOULEVARD
CHICAGO, ILLINOIS 60607

DPS 060

UNOFFICIAL COPY

Assignment of Home

THIS INSTRUMENT IS A COPY OF THE ORIGINAL INSTRUMENT FILED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, ON [DATE], AND IS NOT A COPY OF THE ORIGINAL INSTRUMENT AS FILED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, ON [DATE].

PROPERTY OF COOK COUNTY CLERK'S OFFICE

11/11/2011

11-11-2011
NOVEMBER 2011
RECORD AND RETURN TO:
COOK COUNTY CLERK

830 WEST JACKSON BOULEVARD
CHICAGO, ILLINOIS 60601

THIS BALLOON RIDER is made this 22ND day of AUGUST, 1990, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to COLE TAYLOR BANK

(the "Lender") of the same date and covering the property described in the Security Instrument and located at 525 NORTH MARSHFIELD AVENUE CHICAGO, ILLINOIS 60622

(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of SEPTEMBER 1, 2020, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

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Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me reasonable fees and the costs associated with exercising the refinance option.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

NICHOLAS COVELLO (Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(SIGN ORIGINAL ONLY)

UNOFFICIAL COPY

COLE TAYLOR BANK

315 NORTH WASHINGTON AVENUE
CHICAGO, ILLINOIS 60602

Property of Cook County Clerk's Office

11/10/2011

MICHAEL S. COOPER