

MATT DOCUMENTS TO:
FIRST ILLINOIS MORTGAGE CORPORATION
1440 RENAISSANCE DRIVE
PARK RIDGE ILLINOIS 60068

UNOFFICIAL COPY

91401103

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202

COOK COUNTY, ILLINOIS

BOX 333 - TM

1991 AUG - 8 PM 12:42

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\$21

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 07, 1991 . The mortgagor is

LARIE E. KUHN, A SINGLE PERSON NEVER MARRIED AND KRISTIN KELST, A SINGLE PERSON NEVER MARRIED.

("Borrower"). This Security Instrument is given to

FIRST ILLINOIS BANK OF EVANSTON, N.A.

which is organized and existing under the laws of THE UNITED STATES , and whose address is 800 DAVIS STREET EVANSTON ILLINOIS 60204

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY THREE THOUSAND TWO HUNDRED AND 00/100 Dollars (U.S. \$ 153,200.00).

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 01, 1998 .

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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:

THE EAST 33 1/3 FEET OF LOT 31 (EXCEPT THE NORTH 6 FEET DEDICATED FOR ALLEY) IN BROWN'S SECOND ADDITION TO ARGYLE, A SUBDIVISION OF THAT PART OF THE NORTH 6.62 CHAINS OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER OF CLARK STREET IN COOK COUNTY, ILLINOIS.

PL# 14-08-301-029-0000

which has the address of 1454 W. WINONA STREET CHICAGO (Street, City),
Illinois 60640 (Zip Code) ("Property Address");

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

LMR-8R(IL) (0101)

VMP MORTGAGE FORMS (313)293-8100 1-800-623-7791

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MORT

LOAN NUMBER: RUTH

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Borrower shall promptly disclose any information within 10 days of the giving of notice, that 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.

If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, if (c) securities from the holder of the lien are sufficient to prevent the enforcement of the lien, or (d) defendant against one of the lien in, legal proceedings which in the Lender's opinion affect the lien to prevent the enforcement of the lien, by, or defendant against one of the lien in a number acceptable to the Lender's opinion, (b) contestants in good faith the lien writing to the payee of the obligation secured by the lien in a number acceptable to Lender; (a) agrees in

writing to the payee of the obligation secured by the lien which has priority over this Security Instrument unless Borrower: (a) agrees in

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

If the person owed payment, Borrower shall promptly furnish to Lender all notices of motions to be paid under this paragraph, to the extent that this Security instrument, Borrower shall pay item on time directly these obligations in the manner provided in paragraph 2, or if not paid in due time under, Borrower shall pay item on time directly which may affect this Security instrument, and defendant remains, if any, Borrower shall pay

4. **Charges** Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts paid under paragraphs

5. **Application of Payments**, unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument.

Funds held by Lender, if, under paragraph 2, Lender shall accept or sell the Property, Lender, prior to the disposition or sale

Funds paid in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender to pay the excess funds held by Lender at the time of acquisition or while in a case, Lender shall pay to Lender the amount necessary to make up the deficiency in no more than

time is not sufficient to pay the excess funds when due, Lender may so notify Borrower in writing, and, in such case Borrower

for the excess Funds in accordance with the requirements of applicable law, Lender held by Lender at any

If the Funds held by Lender exceed to be paid by applicable law, Lender shall account for the Funds held by Lender to the

debts to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Without charge, in annual accounting of the Funds, showing credit to said debts to the Funds and the purpose for which

Borrower and Lender may agree in writing, however, that Lender shall be paid on the Funds, Lender shall give to Borrower,

applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds,

used by Lender in connection with this loan, unless, unless Lender pays Borrower to pay a one-time charge for an independent real estate tax reporting service

a charge. However, Lender may require Lender to pay the Funds and applicable law permits Lender to make such

overdue items, unless Lender holds for holding and applying the Funds, usually annually during the escrow account, or

escrow items, Lender may not charge Borrower interest on the Funds and applicable law permits Lender to pay the

(including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurability, or entity

escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future

sets a lesser amount, if so Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974 is amended from time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless otherwise law that applies to the Funds

related mortgage loans may require for Borrower's account under the federal Truth-in-Lending Act or a federal

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount it lender for a federally

the provisions of paragraph B, in lieu of the payment of mortgagor insurance premiums. These items are called "escrow items,"

if any) readily marketable instruments, if any; and (c) any sums payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

and assessments which may affect this Security instrument as a lien on the Property; (b) yearly leasehold payments

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

2. **Funds for Taxes and Insurance**, subject to applicable law or to a written waiver by Lender, Borrower shall pay to

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

1. **Payment of Premium and Interest**: Premium and Interest, Borrower shall promptly pay when due the

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

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

THIS SECURITY INSTRUMENT combines all claims and demands, subject to any encumbrances of record.

and will defend generally the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants

that and convey the Property and that the Property is lawfully seized of the estate hereby conveyed and has the right to mortgage.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, appurtenances, and

fixtures now or hereafter a part of the property, all replacements and additions shall also be covered by this Security.

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5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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16. Borrower's Copy; Borrower shall be given one conforming copy of the Note and of this Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state where it is located. In the event that any provision of this Security Instrument or the Note which can be construed without the conflicting provision, to the end and the provisions of this Security Instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail unless applicable law requires otherwise. The notice shall be directed to the property address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to the property address of another method, if any notice is given by delivering it or by mailing

prepayment charge under the Note.

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

12. Successors and Assigns; Joint and Several Liability; Co-signers. The convenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of any agreement with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

Borrower's interest in the Property under the terms of this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, refinance or secure by this Security Instrument any other loan made by the original Borrower or otherwise to pay the sum Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sum instrument but does not exceed the amount this Security Instrument loan only to mortgagor; further and convey that instrument 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security paragraph 17, Borrower, subject to the same conditions and assests of Lender and Borrower, subject to the provisions of Security Instrument shall be liable for any amount of Borrower's payment of principal or interest of Borrower shall exercise of any right or remedy.

11. Borrower Not Releasable; Forgiveness; Not a Waiver; Any application of proceeds to principal or interest of such payments. 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.

Lender is entitled to collect and apply the proceeds, in its option, either to restoration or repayment of the Property or to the sum secured by this Security Instrument whether or not the note due.

If the Property is sold and held by Borrower, or if, after notice by Lender to Borrower that the condenser offers to make an award or settle a claim he waives, 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, in writing or unless otherwise provided, the proceeds shall be applied to the sum secured by this Security Instrument whether or not the note due.

unless Borrower and Lender otherwise agree in writing or unless otherwise provided, the proceeds shall be applied to the sum secured by this Security Instrument before the taking is less than the amount of the sum secured immediately before the taking, Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the future market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (a) the total amount of the sum secured immediately before the taking by the following fraction: (a) the total this Security Instrument shall be reduced by the amount of the proceeds immediately before the taking, the sum secured by Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this market value of the Property immediately before the taking is equal to or greater than the amount of the sum secured by this whether or not due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair in the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security Instrument, shall be paid to Lender.

10. Condemnation. The proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and condemned or after taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

Borrower notes at the time of or prior to an inspection specifically reasonable cause for the inspection.

9. Inspection. Lender or his agent may make reasonable ements upon and inspectins of the Property, Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain insurance in effect, or to provide a loss reserve, until the requirement for mortgage and Lender (requisites) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay payments may no longer be required, at the option of Lender, if mortgagage insurance coverage (in the amount and for the period

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23. Waiver of Lienmaster's Right to Detain or Retain Possession of the Premises. Lender shall give Borrower notice in writing that it has no interest in the Property or any part of the Property or any interest in it.

24. Waiver of Lienmaster's Right to Detain or Retain Possession of the Premises. Lender shall give Borrower notice in writing that it has no interest in the Property or any part of the Property or any interest in it.

25. Waiver of Lienmaster's Right to Detain or Retain Possession of the Premises. Lender shall give Borrower notice in writing that it has no interest in the Property or any part of the Property or any interest in it.

26. Waiver of Lienmaster's Right to Detain or Retain Possession of the Premises. Lender shall give Borrower notice in writing that it has no interest in the Property or any part of the Property or any interest in it.

27. Waiver of Lienmaster's Right to Detain or Retain Possession of the Premises. Lender shall give Borrower notice in writing that it has no interest in the Property or any part of the Property or any interest in it.

28. Waiver of Lienmaster's Right to Detain or Retain Possession of the Premises. Lender shall give Borrower notice in writing that it has no interest in the Property or any part of the Property or any interest in it.

29. Waiver of Lienmaster's Right to Detain or Retain Possession of the Premises. Lender shall give Borrower notice in writing that it has no interest in the Property or any part of the Property or any interest in it.

30. Waiver of Lienmaster's Right to Detain or Retain Possession of the Premises. Lender shall give Borrower notice in writing that it has no interest in the Property or any part of the Property or any interest in it.

31. Waiver of Lienmaster's Right to Detain or Retain Possession of the Premises. Lender shall give Borrower notice in writing that it has no interest in the Property or any part of the Property or any interest in it.

32. Waiver of Lienmaster's Right to Detain or Retain Possession of the Premises. Lender shall give Borrower notice in writing that it has no interest in the Property or any part of the Property or any interest in it.

33. Waiver of Lienmaster's Right to Detain or Retain Possession of the Premises. Lender shall give Borrower notice in writing that it has no interest in the Property or any part of the Property or any interest in it.

34. Waiver of Lienmaster's Right to Detain or Retain Possession of the Premises. Lender shall give Borrower notice in writing that it has no interest in the Property or any part of the Property or any interest in it.

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24. **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.

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify] _____

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

Witnesses:

Laurie E. Ruth _____ (Seal)

LAURIE E. RUTH
Social Security Number 280 66 9028

Kristin Faust _____ (Seal)
KRISTIN FAUST
Social Security Number 356 27 9771

Social Security Number

(Seal)

Borrower

Social Security Number

(Seal)

Borrower

STATE OF ILLINOIS,

I, The Undersigned, a Notary Public in and for said county and state do hereby certify that LAURIE E. RUTH, A SINGLE PERSON NEVER MARRIED AND KRISTIN FAUST, A SINGLE PERSON NEVER MARRIED

Cook County ss:

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and the official seal, this

7th day of August, 1991.

My Commission Expires 9/15/92

Jeanne Whulum
Notary Public

This Instrument was prepared by:

FIRST ILLINOIS MORTGAGE CORPORATION
1440 RENAISSANCE DRIVE
PARK RIDGE ILLINOIS 60068
CAROL ARDELL

91401103

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 07TH day of AUGUST, 1991, 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

FIRST ILLINOIS BANK OF EVANSTON, N.A.

(the "Lender")

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

1454 W. WINONA STREET CHICAGO ILLINOIS 60640

[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. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security instrument. All of the foregoing together with the Property described in the Security instrument (or the leasehold estate if the Security instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security instrument as the "Property."

B. 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.

C. 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.

D. 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.

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

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. 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 G, the word "lease" shall mean "sublease" if the Security instrument is on a leasehold.

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-Borrower

(Seal)

-Lender

(Seal)

-Lender

(Seal)

-Lender

(Seal)

-Lender

(Seal)

KRISTIN

KAREN FUST

JULIA

LAURIE E. RUTH

JANICE

Family Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this I-4
permitted by the Security Instrument.

I, CROSS-DEFENDANT PROVISION, Borrower, default or breach under any note or agreement in which
Lender has an interest shall be liable under the Security Instrument and Lender may invoke any of the remedies
Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any injunction
control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take
not and will not perform any act that would prevent Lender exercising his rights under this paragraph.
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has
of Borrower to Lender secured by the Rents, any funds expended by Lender for such purposes shall become independent
Property and of collecting the Rents, any funds expended by Lender for such purposes shall become independent
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the
showing as to the inadequacy of the Property as security.

possession of and manage the Property and collect the Rents and profits derived from the Property without any
only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take
Security interests: (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for
in advance premiums, taxes, assessments and other charges on the Property, and then to the sum accrued by the
not entitled to attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs,
applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but
tenant, (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be
Property, shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the
shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the
as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender
If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower
an assignment for additional security only.

due to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and no
pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents
Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default
Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or
the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or
Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER, LENDER IN POSSESSION.

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Date. The Note Holder will calculate the fixed New Loan Rate based upon the Federal Home Loan Mortgage Corporation'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 Note Maturity Date the Note Holder will advise me of the new interest rate (the New Loan 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 a \$250 processing fee and the costs associated with the exercise of the Conditional Refinance Option, including but not limited to the cost of updating the title insurance policy.

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

Laurie E. Ruth

LAURIE E. RUTH

(Seal)

Borrower

Kristin Faust

XXXXXX FAUST
KRISTIN

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

[Sign Original Only]