PREPARED BY: ROBERT L. HOLZER WHEATON, IL 60187

91378152

RECORD AND RETURN TO: NBD MORTGAGE COMPANY 2000 SOUTH NAPERVILLE ROAD WHEATON, ILLINOIS 60187

91429014

 $\mathsf{AL},\mathsf{COPY}_{\mathbf{2}}$ 

\* This mortgage is being re-recorded to include the 1-4 Family Rider Rent Assignment \* - [Space Above This Line For Recording Data] -

7543564

**MORTGAGE** 

DEPT-B1 RECORDINGS

\$17.29

T#1111 TRAN 0314 07/29/91 12:54:00 #5899 # A \*-91-378152

COOK COUNTY RECORDER

91378152

THIS MORTGAGE ("Secritive Instrument") is given on JULY 22, 1991

HARVEY J. ADKINS

AND JUDITH A. ACKINS, HUSBAND AND WIFE

. The mortgagor is

DEPT-01 BY CORDINGS 191111 TRAN 2102 08/21/91 17:00 00 10457 + A X-91-429014

CHOK COUNTY RECORDER

"Lender"). Borrower owes Lender the principal sum of the

("Borrower"). This Security Instrument is given to NBD MORTGAGE COMPANY

91423014

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

, and whose

address is 900 TOWER DRIVE TROY, MICHIGAN 48098

ONE HUNDRED TWENTY THOUSAND

AND 00/100

Dollars (U.S. \$

120,000.00 h

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 AUSUST 1, 2021

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 in erest, 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 9 IN A. M. SCHAFFER'S SUBDIVISION OF SOUTH 173.90 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD

PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

91423014

14-07-110-032

which has the address of 2124 WEST BERWYN, CHICAGO 60625 Illinois ("Property Address"); |Zip Code|

[Street, City],

KLINOIS-Single Family-Fannie Mas/Fredille Mac UNIFORM INSTRUMENT

Form 3014 8ma/L

-68(IL) (\$101) VMP MORTGAGE FORMS - (313)283-8100 - (800)521-7281

## JNOFFICIAL COPY

more of the actions set forth above within 10 days of the giving of notice. this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or

this Security Instrument. If Lender determines that any part of the Property is subject to a liest which may aftein priority over enforcement of the ilen; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the ilen to by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien Borrower shall promptly discharge any 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. to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay

4. Chargest Lieus. Borrower shall pay all taxes, assessments, charges, fines and impositions attitudate to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

this Security Instrument.

of the Property, shall apply any Punds held by Lender at the time of acquisition or sale was credit against the sums secured by Funds held by Lender, If, under peragraph 21, Lender shall acquire or sell the Property Lender, prior to the acquisition or sale Upon payment in full of all sums secured by this Security Instrument, the de shall prompily refund to Borrower any

twelve monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrows' shall make up the deficiency in no more than time is not sufficient to pay the Escrow Items when due, Lender may so totily Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicab a law, If the amount of the Funds held by Lender at any

If the Funds held by Lender exceed the amounts permitted to be head by applicable law, Lender shall account to Borrower

debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Punds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall and be required to pay Borrower any interest or earnings on the Funds. used by Lender in connection with this loan, tribes applicable law provides otherwise. Unless an agreement is made or a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow Items, unless Lander pays Borrower interest on the Funds and applicable law permits Lender to make such Escrow Items. Lender may not charge Bortewer for holding and applying the Funds, annually analyzing the escrow account, or (including Lender, if Lender is such artentitution) 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, instrumentality, or earlist

Escrow flems 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 expenditures of future. 1974 as amended from time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Punds as sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. to to accuse the state of the Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at the collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." if eay; (e) yearly mortgage insurance premiums, if any; and (f) 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 attain priority over this Security instrument as a lien on the Property; (b) yearly ignesheld payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Punds") 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 Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. 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 uniform coverants for national use and non-uniform coverants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seised of the cetate hereby conveyed and has the right to morigage, "Proport" all of the foregoing is referred to in this Security Instrument as the "Proporty."

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security TOCETHER WITH all the improvements now or heresiter erected on the property, and all easements, appurtenences, and

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5. Hazard or Property Insulance: Borrower shift keep the improvements now asking or hereafter erected on the Property insured against loss by fire, hazards included within the fermi examples coverage and anytother 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 Londor and shall include a standard mortgage clause. Londor shall have the right to hold the policies and renewals. If Londor requires, Borrower shall promptly give to Londor all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Londor.

Londer 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 rate Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mount 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 beyong Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or contact 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 inscenate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan gridenced 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 act on 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

Form 3014 9/90

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u(h) any sums already collected from Borrower which exceeded permitted limits will be returned by reducing the poincipal owed under the Note of by making a direct to reducing the related as a harial prepayment will be returned to the reducition will be treated as a harial prepayment without any d limits, then: (s) any such loan charge shall be reduced by the amount necessary to reduce the charge shall be reduced by the amount necessary to reduce the principal owed under the Note or by making a direct the loan to reducing the principal owed under the Note or by making a direct the loan to the loan to the last the las d (h) any author already collected from Bottower which exceeded permitted limits will be reflected to mediate the charge We of the lown secured by this security instrument is subject to a law which see maximum charges collected or to be collected in connection with the authors, then: (a) any such loan charge shall be reduced by the amount received in connection with the reduced by the amount received in connection with the second connection with the second connection with the second connection of the connection of the second connection of the connection of the charge in the connection of the charge in the connection of the charge in the connection of the connection itons with regard to the terms of this Security Instrument or the Mole Without that Gordan's Consent.

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to release the liability of the Orginal Bortower or Bortower's successors in interest. Lender shall not be united by this Security Instrument of any demand time for psyment or otherwise modify amortization of suppression of any demand made by the original Bortower or Bortower's straint and the original Bortower or Bortower's straint and the original Bortower or Bortower's straint and the original Bortower or Bortower's straints. tion of the sums secured of this Security Instrument stranged by Lender to any successful of interest of the organization of t ation of the sums secured of this secured of the limitity of the ordered by Lender Welver. Extension of the time for payment or modification of the time for payment or modification of the time for payment or modification in interest of Borrower or Borrower's successors in interest of Borrower shall not be required to be the state of borrower and the stat Borrower Not Reference by Lender Not a Walver, Extension of the amount of such payments, and 2 or change the amount of such payments, and 2 or change the amount of such payments, and 2 or change the amount of such payments, and 2 or change the amount of such payments, and 2 or change the amount of such payments, and 2 or change the amount of such payments, and 2 or change the amount of such payments, and 2 or change the amount of such payments. the due dule of the monthly payments agree in writing, any application of proceeds to principal and 2 or change the amount of such payments. Extension of the time for payments, and 2 or change the amount of such payments. Extension of the time for payments. Institute of the time for payments. hibes Lender and Bostower, whether or not then due, as due date of the monthly payments referred to in paragraphs f and 2 or change the amount of such payments referred to in paragraphs f and 2 or change the amount of such payments.

a or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given this security instrument, whether or not them due, either to restoration or repair of the property of to the ag If the Property is abundoned by Bostower, or it, after notice by Lender to Bostower that the condemnos of the proceeds, at its option, either to realous within 30 days after the date the notice is given the proceeds, at its option, either to realousion or repair of the Propenty or to the action is condemnated to the proceeds, at its option, either to realousing of the Propenty of the proceeds. To the Property is secured by this Security Instrument whether or not the sums secured by this Security Instrument whether or not the sums see then due.

To settle a claim for demages, Borrower fails to respond to Lender to Borrower that the condemnot offers to manner within 30 days after the date the notice is given the condemnot offers to manner. kings, unless Borrower and Lender otherwise agree in writing or unless amount of the anna secured by this agree in writing or unless applicable law otherwise brunes actured by this secured that unless applicable law otherwise provides, the processes

before the teking. Any belance shall be paid to Borrower. In the event of a partial taking of the Property immediately before the teking is less than the amount of the sums accured immediately in which are the sum and Lender otherwise agree in writing or unless applicable law otherwise provides, the processes. amount of the sums secured immediately before the taking, divided by (b) the fair marker value of the property in the event of a partial taking of the property in which is amount of the property in which is the number of the property in which is the number of the property in which is the number of the property in which is not the number of the property in which is not the number of the property in which is not the number of the numb smount of the sums secured immediately before the taking, divided by (b) the fair market value of the proceeds multiplied by (he following fraction: (a) the taking, divided by (b) the fair market value of the property in which is property in the search of the property in which is property in the search of the the Security Instrument inmediately before the taking, unless Bortower and Lender olderwise agree in writing, the sums secured immediately before the taking, divided by (b) the fair market value of the proceeds multiplied by the following fraction; (in sums secured immediately before the taking, divided by (b) the fair market value of the property in Security Instrument inmediately holore the taking, unless Borrower and Lender otherwise agree in writing, the sums security instrument afail be reduced by the smount of the proceeds multiplied by the following fraction: (a sum of the following fraction: (a sum of the following fraction: (a security institution of the following fraction: (a security institution) is the sum of the following fraction: (a security institution) is the sum of the following fraction: (a security institution) is the sum of the following fraction: (a security institution) is the security institution in the security institution is the security institution in the security in the security institution is the security in the securi

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

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

- 18. Borrower's Right to Reinstute. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Londer all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not Instead to, reasonable attorneys' fees; and (d) takes such action as Londer may reasonably require to assure that the lien of this Security Instrument, Londer's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereov shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrefined to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the accrease to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any finvironmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, tawauit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammade or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formuldehyde, on I radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paregraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums 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 a 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Londer shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

DP8 1083 Form 3014 8/90

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24. Riders to this Security instrument. It one or more riders are executed by Borrower and resorded together with this Security instrument, the sovenants and series of this Security instrument as it the riderial were a part of this Security instrument as it the riderial were a part of this Security

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## 1-4 FAMILY RIDER Assignment of Rents

This 1-4 FAMILY RIDER is made this 22ND day of JULY ,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 NBD MORTGAGE COMPANY (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2124 WEST BERWYN, CHICAGO, ILLINOIS 60625
(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 acring 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.
- 8. SUBORDINATE CAPAC. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security instrument to be perfected against the Property without Lander'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 United Town Covenant 5.
  - D. "BORROWER'S RIGHT TO REINSTA" E" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lendar's equest, 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 arrives 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. To vever, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security instrument. For cover 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 Forrower 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 egent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not a 14 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 Sofore 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 remarkly of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in juli.

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 remediar permitted by the Security Instrument.

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

HARVEY J. ADDINS	dent
JUDITH A. ADKINS	(Seal) 91422014 -Borrower
the desired and the desired property of the second	(Seal)
MEAN COMPANY OF COMPANY CO. ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	-Borrower (Seel)
	- Battawat

14-07-110-032

RECORD AND RETURN TO: NBD MORTGAGE COMPANY 2000 SOUTH NAPERVILLE ROAD WHEATON, ILLINOIS 60187