

# UNOFFICIAL COPY

U.S.C. § 2-101(b)(1)



91467273  
Fidelity Federal Savings Bank  
5455 W. Belmont Ave  
Chicago Ill 60641

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 21, 1991. The mortgagor is Lejciech Kratz and Lucyne Kratz, his wife, ("Borrower"). This Security Instrument is given to FIDELITY FEDERAL SAVINGS BANK, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 5455 W. BELMONT AVE., CHICAGO, IL 60641 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY NINE THOUSAND \$ 00/100 Dollars (U.S. \$ 159,000.00). 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 . 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 County, Illinois:

LOT 22 IN BLOCK 3 IN TITLEY'S SUBDIVISION OF LOT 1 IN CIRCUIT COURT PARTITION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 33.3 ACRES THEREOF) AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 33.3 ACRES THEREOF) OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index No: 13-29-401-021

5918 W. Schubert

which has the address of  
60639 [Street]

DEPT 11 RECD 8/14/91 10:11 AM  
Chicago 104th & Kildare St. 10:11 AM  
[City] 104th & Kildare St. 10:11 AM  
[State] 104th & Kildare St. 10:11 AM  
[Zip Code] 104th & Kildare St. 10:11 AM

Illinois (Property Address):  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurteñances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

Product 44713

Form 3014 9/90 (page 1 of 5 pages)

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5. Hazard or Property Insurance. Borrower shall keep the microcomputers now existing or hereafter received on the Property against loss by fire, hazards included within the term "extended coverage", and any other hazards, including floods or flooding, for which Lender is liable under the Note and any prepayment and late charges due under the Note. Borrower shall obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may terminate the insurance carrier providing the insurance chosen by Borrower subject to for the periods that Lender requires. The insurance carrier provides insurance shall be chosen in the amounts and including Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall

dissolving the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which

prevents the enjoyment of the lien; or (c) secures from the holder of the lien an aggregate satisfaction to Lender super-

fluous to the lien by, or demands payment of the lien in, legal proceedings which in the Lender's opinion operate to

freeze the funds held by Lender, or demands payment secured by the lien in a manner acceptable to Lender; (d) causes in good

agrees in writing to the paying out of the obligation secured by the lien in this Security Instrument unless Borrower: (a)

Borrower shall promptly discharge any lien which has priority in the Security Instrument over this Security

Property and pay all taxes, assessments, charges, fines and imposed liabilities to the paying out of the

paragraph 7; third, to interest due: fourth, to principal due: and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

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

paragraphs 1 and 2 shall be applied: if, under the circumstances, it is necessary to do so, to the acquisition of the sums

secured by this Security Instrument.

any Funds held by Lender, if, under paragraph 2, Lender shall accept, or sell the Property, Lender, prior to the acquisition of the

Funds held by Lender, shall pay all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

upon payment in full of all sums received by Lender as a credit against the sums

secured by Lender, at Lender's sole discretion.

no more than twelve months, at Lender's sole discretion.

Borrower shall pay to Lender the amount necessary to make up the deficiency in

any time is not sufficient to pay the Escrow items due, Lender may so notify Borrower in writing, and, in such case

for the excess Funds in accordance with the applicable law. If the amount of the Funds held by Lender at

if the Funds held by Lender exceed the amount permitted to be held by a applicable law, Lender shall account to Borrower

for which each debt to the Funds was made. If the Funds are pledged as additional security for all sums secured by this Security

give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose

of the Funds, Borrower and Lender, may agree in writing, however, that interest shall be paid on the Funds. Lender shall

is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings

tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement

to make such a charge, however, Lender may require Borrower to pay a one-time charge for an independent real

account, or verifying the Escrow items, unless Lender pays Borrower for holding and applying the Funds, usually analyzing the

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

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

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

reasonable expenses of future Escrow items or otherwise in accordance with applicable law.

2. Taxes and Interest. Lender may estimate the amount of current data and

amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and

another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in ac-

Estimate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"). Unless

amount a Lender for a federally related mortgage loan may require for Borrower's escrow account under the general Regula-

items are called "Escrow items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum

to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These

losses insurance premiums, if any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower

leaseshold payments or ground rents on the Property, if any: (g) yearly hazard or property insurance premiums: (d) yearly

(a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property: (b) yearly

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

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.

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

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

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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 2, 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 enjoin 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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This instrument was prepared by: Notary Public, State of Illinois, Karen K. Mather

Notary Public, State of Illinois

Gail Mather

"OFFICIAL SEAL"

My Commission Expires 10/21/2014 (SEAL)

Witness my hand and official seal this 26 day of August 1991.

and deed and that (ch. 56c, § 10-1) executed said instrument for the purposes and uses herein set forth.

Instrument, have executed same, and acknowledged said instrument to be (ch. 56c, § 10-1) free and voluntary

before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing ac-

tion, executed, witnessed, and acknowledged, this, the 26 day of August, 1991, personally appeared

Wojciech Kramarz, a Notary Public in and for said county and state, do hereby certify that

I, Wojciech Kramarz, a Notary Public in and for said county and state, do hereby certify that

COUNTY OF Cook } SS:

STATE OF Illinois

10/21/2014 This Line for Acknowledgment

Social Security Number ..... -Borrower

(Seal) ..... -Borrower

Social Security Number 350-70-8917 ..... -Borrower

Lucyna Kramarz ..... -Borrower

355-64-9601 ..... -Borrower

Witnesses: Wojciech Kramarz ..... -Borrower

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

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

and supplies the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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.

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

[Check applicable box(es)]

Adjustable Rate Rider       Condominium Rider       1-4 Family Rider

Graduated Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider

Balloon Rider       Rate Improvement Rider       Second Home Rider

Other(s) (specify) \_\_\_\_\_

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**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Non-release 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 release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify 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 non-release by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; 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 with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** 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 sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**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 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.

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

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

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23. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recodation costs.  
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
by judgment proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in  
of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument  
is not cured or before the date specified in the notice, Lender at its option may require immediate payment in full  
ceding the non-existence of a default or any other defense of the right to remit acceleration and the right to assert in the foreclosure pro-  
shall further inform Borrower of the right to remit acceleration and sale of the property. The notice  
of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the property. If the notice  
be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration  
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must  
unless applicable law provides otherwise). The notice shall specify: (a) the certain required to cure the  
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's  
21. Acceleration: Remedies. Lender further retains the following Borrower's  
NON-UNIFORM COVENANTS. Borrower and Lender agree as follows:

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.  
Environmental Law of which Borrower has actual knowledge. If Borrower teams, or is notified by any government  
any governmental or regulatory agency or private party involving the Property and any hazardous substances  
Borrower shall promptly give written notice of any investigation, claim, demand, lawsuit or other action by  
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 flammable or toxic petroleum products, toxic  
pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and 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.

Borrower shall remove or other remediation of any Hazardous Substances affecting the Property is necessary.  
regulation authority, that any removal or removal of Hazardous Substances that are generally to be appropiate  
Environmental Law or regulation, violation, actual knowledge. If Borrower teams, or is notified by any government  
any government or regulatory agency or party involving the Property and any hazardous substances  
Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.  
to normal residential uses and to maintenance of the property.

The Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence,  
of any Hazardous Substances on or in the property. Borrower shall not do, nor allow anyone else to do, anything affecting  
any Hazardous Substances on or in the property. Borrower shall not cause to permit the presence, use, disposal, storage, or release  
of any Hazardous Substances on or in the property. Borrower shall not violate any other section by  
20. Hazardous Substances. To the extent that the notice of any investigation, claim, demand, lawsuit or other action by  
The notice will also contain any other information required by law.  
The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.  
also may be one or more changes, that collects monthly payments due under the Note and this Security Instrument. There  
(known as the "Loan Servicer"), that collects monthly payments due under the Note and this Security Instrument. The  
instrument may be sold in a case or more times without prior notice to Borrower. A sale may result in a change in the entity  
19. Sale of Note. Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security  
right to reinstate such note apply in the case of acceleration under Paragraph 17.  
Instrument and in the obligation secured hereby shall remain fully effective as is no acceleration had occurred. However, this  
the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security In-  
strument to assume that the loan of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay  
Instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably  
ocurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security  
(a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had  
Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower:  
as applicable law may specifically for reinstatement) before sale of the Property pursuant to any power of sale contained in this  
enforcement of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period  
any remedies permitted by this Security instrument without further notice or demand on Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period  
law as of the date of this Security instrument.  
any remedies permitted by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by general  
by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke  
of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured  
If Lender exercises this option, 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 general  
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 general  
law as of the date of this Security instrument.

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Case # C-2011033-1

## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 21 day of AUGUST 19 21  
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  
FEDERAL FEDERAL SAVINGS BANK (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:

5918 W. Schubert Chicago Illinois 60632  
(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, bathtubs, 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, paneling 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.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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# UNOFFICIAL COPY

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Property of Cook County Clerk  
WESLEY ECHOLS JR. LLC  
BORROWER  
Wojciech Krasmaier  
(Seal).....  
BORROWER  
Lucyna Krasmaier  
(Seal).....  
BORROWER  
Lucyna Krasmaier  
(Seal).....  
BORROWER  
Lucyna Krasmaier  
(Seal).....

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

I, CROSS-DEFALT POSITION, 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.

Lender secures any act that would prevent Lender from exercising its rights under this paragraph. Borrower represents and warrants that 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. Lender terminates when all the sums secured by the Security Instrument are paid in full.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property as security, Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security, Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (ii) Rents or any other charges on the Property, and then to the sums secured by the Security Instrument: (v) Lender, Lender's receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, of taking control of and managing the Property, including the Rents, including, but not limited to, attorney's fees, and other charges on the Property, and then to the sums secured by the Security Instrument plus to the costs of collecting all Rents collected by Lender or Lender's agents upon Lender's written demand to the tenant: (vi) unless specifically provided otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of collecting and receiving all of the Rents of the Property: (vii) Borrower agrees that each tenant of the Property shall pay to Lender and receive all of the sums secured by the Security Instrument: (viii) Lender shall be entitled for the benefit of Lender only, to be applied to the sums received by the Security Instrument: (ix) Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee