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Form 3014 12/83 Amended 5/87

ILLINOIS Single Family FNMA/ELTMC UNIFORM INSTRUMENT

91478393

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 (Zip Code) 60634 ("Property Address")

which has the address of 2913 NORTH RUTHERFORD AVENUE CHICAGO

13-30-217-009

This mortgage is being re-recorded to add the 1-4 family riders/agreements of rents.

DEPT-81 RECORDINGS \$16.25
TRAN 5869 09/16/91 10:00:00
#3892 # * -71-478393
COOK COUNTY RECORDER

COOK COUNTY, ILLINOIS
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
GARDENS, BEING A SUBDIVISION OF SECTION 30, TOWNSHIP 40
(EXCEPT THE SOUTH 40 FEET) IN FIRST ADDITION TO MONT CLARE
THE SOUTH 40 FEET OF LOT 98 AND THE NORTH HALF OF LOT 108

located in COOK
The Note, for this purpose, borrower does hereby mortgage, grant and convey to Lender the following described property
in county, Illinois:
This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of the 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

Dollars (U.S.) 121,500.00 1. 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 JUNE 1, 2020
The Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of the 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

THIS MORTGAGE ("Security Instrument") is given on MAY 31 19 90 the mortgagors MARK J. KESTLER AND LINDA F. KESTLER, HUSBAND AND WIFE

0057471936

MORTGAGE

DEPT-81 RECORDINGS \$0.04
TRAN 5869 09/16/91 10:00:00
#3892 # * -71-478393
COOK COUNTY RECORDER

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COVENANTS, CONDITIONS AND RESTRICTIONS

1. Payment of Principal and Interest, Prepayment and Late Charges. Borrower shall pay to Lender the principal and interest on the debt secured by this Security Instrument in accordance with the terms of the Note.

2. Funds for Taxes and Insurance. Sums for taxes and insurance shall be paid by Borrower to Lender on the day monthly payments are due under the Note. The amount of the Funds shall be one-twelfth of the yearly taxes and insurance charges. The amount of the Funds shall also include leasehold payments or ground rents on the Property, any other charges for taxes or insurance, and mortgage insurance premiums, if any. The sums for taxes and insurance shall be paid on the basis of current data and reasonable estimates of future payments.

The Funds shall be held in an institution on the deposits of which the institution is a member of the Federal Reserve System or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to the debt secured by this Security Instrument. Lender may not charge for holding and applying the Funds, and, if the account is overdrawn, Lender may not charge for the overdraft. Lender may not charge for holding and applying the Funds, and, if the account is overdrawn, Lender may not charge for the overdraft. Lender pays Borrower interest on the Funds and applicable tax permits Lender to assess a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the late charges due under the Note, paid to Lender on the due dates of the escrow items, shall exceed the amount required to pay the escrow items, the excess shall be at Borrower's option either promptly repaid to Borrower or credited to Borrower's account of payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items which are due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. Lender paragraph 19 the Property is sold or acquired by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides, otherwise all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note, second, to prepayment charges due under the Note, third, to amounts payable under paragraph 2, fourth, to interest due, and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and shall pay all payments due under the Note. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender copies of all receipts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which he acquires over this Security Instrument, unless he expressly agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender. Borrower shall defend in faith the lien by, or defends against enforcement of the lien by, or prevents or attempts to prevent the enforcement of the lien or forfeiture of any part of the Property, or otherwise fails to comply with the agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give to Borrower notice identifying the lien. Borrower shall satisfy the lien or take one of the actions set forth above within the time of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing on the Property insured against loss by fire, hazards included within the term "extended coverage" and other hazards to which Lender requires insurance. This insurance shall be maintained in the amounts and terms required by Lender. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval, which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender. Lender shall have the right to hold the policies and renewals. If Lender so requires, Borrower shall provide to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall provide to Lender a copy of 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 or survive proceeds from the application of insurance to any part of the Property damaged, if the restoration or repair is economically feasible, Lender's security shall be lessened, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not the insurance carrier has offered to pay sums secured by this Security Instrument, or does not answer within 30 days a notice from Lender that the carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may also require the insurance carrier to pay sums secured by this Security Instrument, whether or not the claim has been offered to be paid, when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application, proceeds from a policy shall not tend to postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is any event or condition that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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8. 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...

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender...

10. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or postponement of the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments...

11. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17...

12. 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...

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 17...

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...

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 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...

16. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument. Note are declared to be severable. Note can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and 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...

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest therein is sold or transferred or if a beneficial interest in Borrower is sold or transferred, the Note and this Security Instrument shall remain in full force and effect and the Note and this Security Instrument shall not be affected by the sale or transfer of the Property or any interest therein...

18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have this Security Instrument reinstated without further notice or demand on Borrower. If Borrower meets certain conditions, Borrower shall have the right to have this Security Instrument reinstated without further notice or demand on Borrower...

19. Lender exercises this option. Lender shall give Borrower notice of acceleration. Lender shall provide a period of not less than 30 days from the date the notice is delivered or mailed, during which Borrower may cure the default by paying to Lender the sums due under 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...

20. Lender exercises this option. Lender shall take the steps specified in the second paragraph of paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17...

21. Lender exercises this option. Lender shall take the steps specified in the second paragraph of paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17...

22. Lender exercises this option. Lender shall take the steps specified in the second paragraph of paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17...

23. Lender exercises this option. Lender shall take the steps specified in the second paragraph of paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17...

24. Lender exercises this option. Lender shall take the steps specified in the second paragraph of paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17...

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19. 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 paragraphs 13 and 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 secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (or person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property, and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

23. Rider 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
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- XX 1-4 Family 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.

Mark J. Kestler (Seal)
 MARK J. KESTLER Borrower

Linda F. Kestler (Seal)
 LINDA F. KESTLER Borrower

(Seal)
 Borrower

(Seal)
 Borrower

(Space Below This Line For Acknowledgment)

STATE OF ILLINOIS, Cook County ss.

I, The undersigned, a Notary Public in and for said county and state, do hereby certify that MARK J. KESTLER AND LINDA F. KESTLER, HUSBAND AND WIFE ARE 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 official seal, this 31 day of January, 1992.

My Commission expires: 10-3-92

PREPARED BY:
BARBARA KONOPKA
SCHAUMBURG, IL 60173

Theresa M. Lupi
Notary Public



RECORD AND RETURN TO:
METROPOLITAN FINANCIAL
MORTGAGE CORPORATION
1000 E. WOODFIELD ROAD-SUITE 240
SCHAUMBURG, ILLINOIS 60173

90255744

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1-4 FAMILY RIDER
Assignment of Rents

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THIS 1-4 FAMILY RIDER is made this 31st day of MAY 19 90
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
METROPOLITAN FINANCIAL MORTGAGE CORPORATION (the "Lender")
of the same date and covering the property described in the Security Instrument and located at:

2913 NORTH RUTHERFORD AVENUE, CHICAGO, ILLINOIS 60634
(Property Address)

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

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

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

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

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

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

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

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

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

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

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

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


MARK KESTLER

(Seal)
Borrower


LINDA T. KESTLER

(Seal)
Borrower