

UNOFFICIAL COPY

17.0.1
BOX 370

(Space Above This Line For Recording Date)

564289

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 20, 1991,
The mortgagor is ANGELA S. FULLER WATSON, XXXXXXXXX MARRIED TO, 19
**EMANUEL WATSON
("Borrower"). This Security Instrument is given to
LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS , which is organized and existing
under the laws of THE STATE OF TEXAS , and whose address is P O BOX 40,
AUSTIN, TEXAS 78707
("Lender").
Borrower owes Lender the principal sum of NINETY NINE THOUSAND NINE HUNDRED AND 00/100
Dollars (U.S. \$ 99,900.00). 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 OCTOBER 01, 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 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 prop-
erty located in COOK
County, Illinois:
LOT 14 IN BLOCK 3 IN CRYER'S STATE STREET ADDITION, A SUBDIVISION OF
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 36
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.
PERMANENT TAX NUMBER: 29-12-201-025

RELIABILITY SERVICES

which has the address of 286 CRANDON AVE
[Street]
Illinois 60409 ("Property Address");
[Zip Code]

CALUMET CITY
(City)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, 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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

ILLINOIS—Single family—Front door handle has been taken out and replaced.

Form 2014-1000 (page 1 of 4 pages)

564289

M1IL
LIC 998

UNOFFICIAL COPY

Form 3014 999 (page 6 of 6 pages)

[Space Below This Line For Acknowledgment]

Social Security Number
—Borrower
(Seal)

Social Security Number
—Borrower
(Seal)

Social Security Number
—Borrower
(Seal)

Social Security Number
—Borrower
**EMANUEL WATSON
(Seal)

Social Security Number
—Borrower
**EMANUEL WATSON IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF
WITNESSES: WAITING ANY AND ALL MARTIAL AND DOMESTIC RIGHTS
and in any riders executed by Borrower and recorded with it.

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

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

26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverments and agreements of each such rider shall be incorporated into and shall amend and supplement the coverments 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 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)

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

with this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverments and agreements of each such rider shall be incorporated into and shall amend

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

014935946

UNOFFICIAL COPY

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 enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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

UNOFFICIAL COPY

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

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing 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 of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice given by Lender shall be deemed to have been given to Borrower or Lender when given as provided for in this Security Instrument.

13. Loan Charges. If the loan is 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 under the terms of this Note will be reduced 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 diminution of the Note.

12. **Successors and Assigns Board; 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 instrument but does not execute the Note, (a) is co-signing this Security instrument only to mortgagee, general and conveyee that Borrower's interest in the property under the terms of this Security instrument, and (b) is not personally obligated to pay the sums secured by this Security instrument; (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or make any accommodations with regard to the terms of this Security instrument or the Note without their Borrower's

Witnessed, Sealed and Registered at the office of the Notary Public in writing, any application or proceeding to Principe shall not exceed 11. Borrower Not a Waller. Extension of the time for payment of such payments, or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments, or otherwise amend or alter the terms of any otherwise agreed by Lender in exercising any right or remedy shall not be modified without the written consent of any party to the agreement.

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 the 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 immediately before the taking 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 a part of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless the taking is a result of a partial taking of a part of a property in which the fair market value of the Property immediately before the taking is less than the amount of the Property immediately before the taking, before the taking shall be applied to the sums secured by this Security Instrument whether or not the due, unless Borrower fails to respond to Lender within 30 days after the date the notice make an award of such a claim for damages. Borrower, or if, after notice by Lender to Borrower that the condominium offers to do to the sums secured by this Security Instrument, whether or not then due,

9. **Inspections.** Lender or its agent may make reasonable entries upon and inspections of the Property, under such notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

UNOFFICIAL COPY

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 Reinstate. 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 Lender 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 limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender'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 hereby 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 unrelated 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 address 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 Environmental 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, lawsuit 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 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.

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 paragraph 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 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, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

UNOFFICIAL COPY

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance company providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable. 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.

borrower shall promptly discharge any lien which has priority over this security instrument unless otherwise: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this security instrument. If Lender determines that any part of the Property is subject to a lien which may attach prioriy over this security instrument, Lender may give Borrower a notice demanding the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. **Chargess; liens.** Borrower shall pay all taxes, assessments, charges, liens and impositions attributable to the property which may attach priorly over this Security Instrument, and leasehold payments, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if net paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts so paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

If the Funds held by Lender exceed the amount which is permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including lenders if lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, usually analyzing the Escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applies the law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraiser used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires it to be paid, Lender shall not be required to pay Borrower any interest or fees which each debtor to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

1. Payment of Premium and Interest: Premium and late charges shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due the premium and late charges. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount set forth above to pay Escrow Items or otherwise in accordance with applicable law.

2. Funds for Taxes and Insurance: Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly hazard or property insurance premiums; (c) yearly security instrument fees or charges; (d) yearly leasehold payments of ground rents on the Property, if any; and (e) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount set forth above to pay Escrow Items or otherwise in accordance with applicable law.

3. Other Provisions: (a) This Note is made in consideration of the services of Escrow Agents or otherwise in accordance with the terms of Escrow Agreements of future dates or otherwise in accordance with applicable law.

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

91495340

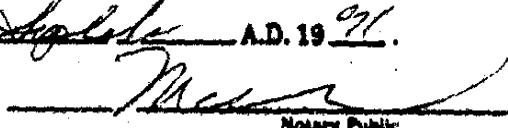
UNOFFICIAL COPY

State of Illinois

County of Will } ss.**NOTARY ACKNOWLEDGMENT**

I, Marianne F Schindler, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Longfellow Fullerton, deceased wife of Marcelline Longfellow, personally known to me to be the same person whose name(s) _____ subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

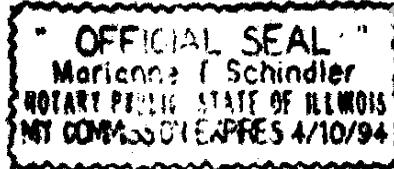
GIVEN under my hand and notarial seal, this 20 day of September A.D. 1991.



Notary Public

My commission expires the _____ day of _____ A.D. 19_____.

FORM 200A



91495340

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this ^{20TH} day of ^{SEPTEMBER} 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 (the "Lender") ~~of the same date and covering the Property described in the Security Instrument and located at:~~

286 CRANDON AVE - CALUMET CITY, ILLINOIS 60409
[Property Address]

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

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

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

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

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

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

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

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

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.

LO
D
G
C
G

UNOFFICIAL COPY

Form 3170 9/90 (page 2 of 2 pages)

(AUSTIN, TEXAS, 78701)

PO Box 40

LUMBRELMARIS INVESTMENT CORP.

Professional by + real life

Borrower
.....
.....(Seal)Borrower
.....
.....(Seal)Borrower
.....
.....(Seal)

ANGELA S. FULLER WATSON

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

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under the Security Instrument and Lender may invoke any of the remedies permitted 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, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of the Rents and has no and will not interfere with all the sums secured by the Security Instrument are paid in full.

Borrower's expenses and warrants that Borrower has not executed any prior assignment of the Rents and has no cure or waive any default or remedy of Lender. This assignment of Rents of the Property at a judiciously appraised receiver, may do so at any time when a default occurs. Any application of Rents shall not

or maintain the rents, before or after giving notice of default to Borrower. However, Lender, or Lender's agents or Lender, or Lender's agents shall terminate when all the sums secured by the Security Instrument are paid in full.

If the Rents are not sufficient to cover the costs of taking control of and managing the Property and Lender secures the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to

if the Rents and profits derived from the Property without any showing as to the inadequacy of the Property and Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the

agreements or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments

and (vii) control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, of taking control of and managing the Property, all Rents collected by Lender or Lender's agents shall be applied first to the costs

of collection of and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless ap-

plied as law provides otherwise, all Rents collected by Lender or Lender's agents shall be entitled to the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be trustee

for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (i) Lender gives notice of breach to Borrower: