

## UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 7,  
1991. The mortgagor is Andres Chiquito & Lina Chiquito, his wife & Agustina Chiquito,  
a single woman never married ("Borrower"). This Security Instrument is given to ST. ANTHONY BANK, A FEDERAL SAVINGS BANK, which is organized and existing  
under the laws of the United States of America and whose address is 1447 S. 49th Court, Cicero, IL 60650 ("Lender").  
Borrower owes Lender the principal sum of One Hundred Seventeen Thousand and No/100's  
Dollars, U.S. \$ 117,000.00. 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 November 1, 2021. This Security Instrument  
secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and  
modifications of the Note, (b) the payment of all other sums, with 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:

Lots 17 and 18 in Glover's Subdivision of the North 1/2 of Block 61 in the sub-  
division of Section 19, Township 39 North, Range 14, East of the Third  
Principal Meridian, in Cook County, Illinois.

PIN 17-19-422-006  
17-19-422-007

12896-01 RECORDING \$19.29  
10/22/91 TRAN 9679 10/10/91 12:16:00  
#167 # 10 \*-91-531010  
COOK COUNTY RECORDER

which has the address of

1941-43 W. 21st St.

(Street)

Chicago

(City)

Illinois

60608

(Zip Code)

("Property Address").

**TOTALER 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—Family Mac/Freddie Mac UNIFORM INSTRUMENT**

Form 2014 000 (page 1 of 6 pages)

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Form 901A SMC (Page 6 of 6 pages)



147 S. 49TH COURT  
A Federal Savings Bank  
ST. ANTHONY BANK  
CHICAGO, ILLINOIS 60650

Prepared by & mail to:

My Commission Expires 8/8/95  
Notary Public, State of Illinois  
JENNIFER J. JOHNSON  
"OFFICIAL SEAL"



My Commission expires:

Given under my hand and official seal, this 7th day of October, 1991.

set forth.

signed and delivered the said instrument as **The Plaintiff**, free and voluntary, for the uses and purposes herein  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it is  
single woman never married, personally known to me to be the same person(s) whose name(s) are  
do hereby certify that **Andrea Chapman**, his wife, & **Augustine Chapman**,  
I, the undersigned, a Notary Public in and for said county and state,

STATE OF ILLINOIS, County of Cook

010  
153  
91

Social Security Number **352-80-9541** -Borrower  
Social Security Number **311-72-2986** -Borrower  
Social Security Number **311-72-2986** -Borrower  
Name **Jeanne Chapman** -Address **Chapman** -City **Chicago** -State **IL** -Zip **60650** -Seal  
Name **Jeanne Chapman** -Address **Chapman** -City **Chicago** -State **IL** -Zip **60650** -Seal  
Name **Jeanne Chapman** -Address **Chapman** -City **Chicago** -State **IL** -Zip **60650** -Seal

WITNESSES

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.

Other(s) [specify]

- Adjustable Race Rider       Randomium Rider       1-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider       Rate Improvement Rider  
 Balloon Rider       Second Home Rider  
 Biweekly Payment Rider

[Check applicable box(es)]

With this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
And supplemental the covenants and agreements of each such rider shall be incorporated into and shall amend  
2A. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together

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

**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.

**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 leasehold payments or 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 insurance 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 a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, 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, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts 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.

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.

**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.

**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 leasehold payments or ground rents, if any. 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 all notices of amounts 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 has priority over this Security Instrument unless Borrower: (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 attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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Form 3014 300 (page 5 of 6 pages)

23. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property in instrument without charge to Borrower. Borrower shall pay any recording costs.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.
21. Judicial Proceedings. Lender shall be entitled to collect all expenses incurred by this Securitry Instrument pursuant to its terms, fees and costs of little evidence.
20. Acceleration. If Borrower fails to pay the note or any other debt due under this Note prior to the date specified in the Note, Lender at its option may require immediate payment of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument in full or before the date specified in the Note, Lender at its option may require immediate payment if the note exceeds the non-excessive of a default or any other debt due to Borrower to accelerate it. If the default shall further inform Borrower of the right to accelerate after acceleration and sale of the Property, the note of the sums secured by this Security Instrument, notwithstanding any provision to the contrary, shall result in acceleration of the note; and (d) that failure to cure the default on or before the date specified in the Note may result in acceleration of the note; and (c) a date, not less than 30 days from the date the note is given to Borrower, by which the default must be cured; and (b) the date prior to acceleration of the note required to cure the note applicable law provides otherwise). The note shall specify: (a) the date of acceleration; (b) the date acceleration is to occur; (c) the date, by which the note is given to Borrower, by which the default must be cured; and (d) the date acceleration is to occur.
19. Assignment of any right to receive payment in this Security Instrument (but not prior to acceleration) under Paragraph 17 unless applicable law provides otherwise).
18. Borrower's Right to Relocate. If Borrower meets certain conditions, Borrower shall have the right to have any remedies permitted by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period by this Security Instrument, if Borrower fails to pay the note or any other debt due under this Note prior to the date specified in the Note, Lender shall provide a period of not less than 30 days from the date the note is delivered or mailed 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 remedy permitted by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal securities laws or the date of this Security Instrument.
17. 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 securities laws or the date of this Security Instrument.
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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; Forbearance 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 forbearance 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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and Lender or applicable law.  
and is obtained. Borrower shall pay the premium required to maintain mortgage insurance in effect, or to provide a reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender, unless Lender shall pay an insurer approved by Lender again becomes available and is required, at the option of Lender, to insure the mortgage again in effect, if loss coverage (in amount and for the period that Lender requires) provided by Lender again becomes available. Losses received by Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage losses passed or ceased to be in effect. Lender will accept, use and retain the coverage paid by Borrower which is not available by Lender. If subsequently equitably mortgagage insurance coverage is not available, Borrower shall pay to Lender each month required to obtain coverage of the mortgage insurance previously in effect, from an alternative mortgage insurance company to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to obtain coverage required by Lender happens or occurs to the in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, Borrower shall bear interest accrued by Lender, the mortgage insurance coverage required by Lender to maintain the mortgage insurance in effect. If, for any reason, the security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect, Borrower shall be liable to pay the premium of making the loan secured by this payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this security instrument, Lender shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the amount disbursed by Lender under this paragraph 7 shall become additional debt, 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 plus the premium required to maintain the mortgage insurance in effect.

Any amounts disbursed by Lender under this paragraph 7 shall have to do so.  
Any reasonable attorney fees and expenses incurred on the Property to make repairs. Although Lender may take action under paying reasonable attorney fees and expenses to secure its priority over this Security Instrument, appealing in court, actions may include paying any sums secured by a lien which has priority over the Property. Lender's rights in the Property may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender contained in this Security instrument, or where is a legal proceeding that may affect Lender's rights in the Property contained in this Security instrument or statement may affect Lender's rights in the Property.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements merged in writing.

If Borrower acquires free title to the Property, the lessorhold and any title shall not merge unless Lender agrees to the principal residence. If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease, evidenced by the Note, including, but not limited to, representations concerning Borrowers occupancy of the Property as information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan interest. Borrower shall also be in default if Borrower, during the loan application process, gave security reasonably to be dismissed within 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 may cure such a defect and repossess Lender if Lender fails to take action or could result in forfeiture of the Property or otherwise impair the lien created by this Security instrument or Lender's be in default if any forfeiture action of the Property, whether civil or criminal, is begun that in Lender's good faith judgment be destroyed, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall not unreasonably withhold, or refuses executing circumstances exist which are beyond Lender's control. Borrower shall not for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be after the execution of this Security instrument and shall continue to occupy the Property as Borrower's principal residence for a period of time specified in writing, any application of circumstances existing at the time of acquisition of the Property as Borrower's principal residence.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application.  
Instrument immediately prior to the acquisition.

If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security if possession as of the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments, unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend is given.

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 not economically feasible and Lender's security interest is not lessened. If the restoration of repair is not economic, Lender may make proof of loss if not made promptly when the notice or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin the notice serves a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property absconds the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to apply to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower resists repair or repair is not economic, Lender's security interest would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument. Lender's security interest is not lessened. If the security interest of Lender is not economic, Lender may make proof of loss if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

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## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 7th day of October, 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 ST. ANTHONY BANK, A FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1941-43 W. 21st St., Chicago, IL 60608  
[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, 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.

# UNOFFICIAL COPY

BY SIGNING BELOW, Borrower accepts to the terms and provisions contained in this 14 Family Rider.

Agustina Chiquito  
Borrower  
(Seal)

Luis Chiquito  
Borrower  
(Seal)

Andres Chiquito  
Borrower  
(Seal)

Luis Chiquito  
Borrower  
(Signature)

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the 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; (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 applicable law provides otherwise, all Rents collected by Lender or Lender's Agents shall be applied first to the costs of taking control of and managing the Rents, including, but not limited to, attorney's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security. If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender securing the Rents and instruments pursuant to Utilitarian Covenant 7.

Borrower represents 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 secures by the Security Instrument pursuant to Utilitarian Covenant 7.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender securing the Rents and instruments pursuant to Utilitarian Covenant 7.

1. CROSS-DEFAULT PROVISION. Borrower, a default of 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 under the Security Instrument.

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