

MAIL DOCUMENTS TO:
FIRST ILLINOIS MORTGAGE CORPORATION
1440 RENAISSANCE DRIVE
PARK RIDGE ILLINOIS 60068

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS

1991 NOV -5 PM 2:12

91578899

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MORTGAGE

19

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 30, 1991 The mortgagor is

JAMES J. GREEN, A SINGLE PERSON NEVER MARRIED AND THOMAS J. GREEN, A SINGLE PERSON NEVER MARRIED

("Borrower"). This Security Instrument is given to

FIRST ILLINOIS BANK OF EVANSTON, N.A.

which is organized and existing under the laws of THE UNITED STATES , and whose address is 800 DAVIS STREET EVANSTON ILLINOIS 60204

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY FOUR THOUSAND TWO HUNDRED AND 00/100

Dollars (U.S. \$ 124,200.00).

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 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 property located in COOK

County, Illinois

LOT 1 IN THE RESUBDIVISION OF LOTS 25, 26, 27, 28 AND 29 IN SUNNYSIDE ADDITION TO SHERIDAN PARK IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

66889918

PI# 14-17-121-026-0000

which has the address of 4410 N. DOVER STREET CHICAGO [Street, City],
Illinois 60640 ("Property Address");
[Zip Code]

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

VMP-6R(IL) (9101)

Page 1 of 6

VMP MORTGAGE FORMS • (313)293-8100 • (800)521-7291

Form 3014 9/90

MORT

LOAN NUMBER: GREEN

BOX 333

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SUSAN LISKEY

PARK RIDGE ILLINOIS 60068

Form 3014 9/90

NOTARY PUBLIC, STATE OF FLORIDA
MARK R. VALLEY
OFFICIAL SEAL

g 15 g 634

FIRSTILLIONS MORTGAGE CORPORATION

My Commission Express:

Given under my hand and official seal, this 10th day of October 1961.

STATE OF ILLINOIS,
County ss:

County SSS

Social Security Number

14

Social Security Number

BARTONWIC
(SAC) —

Social Security Number

Borrower
(Seal)

BARTOWER

Social Security Number

(cont'd.)

Digitized by srujanika@gmail.com

WITNESSES:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and waives(s) execution by Bondholder and recorded with it.

<input type="checkbox"/> V.A. Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) [Specify]
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	
<input type="checkbox"/> Grandparent Rider	<input type="checkbox"/> Planned Unit Development Rider	
<input type="checkbox"/> Bimonthly Payment Rider	<input type="checkbox"/> Biweekly Payment Rider	
<input checked="" type="checkbox"/> Family Rider	<input type="checkbox"/> Conditional Rider	

24. **Riders to the Security Instrument.** If one or more riders are executed by Borrower and recorded together with this security instrument, the convenants 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.

The cover sheet and signature instrument as in the header(s) were a part of this security instrument.

Security instruments and mechanisms of each such other shall be incorporated into and form part of the security instruments and mechanisms of each such other.

22. **Riskless or risk-bearing instruments**: In one of three terms the calculation by bondowner and recipient.

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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.

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. Section 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.

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Page 5 of 6

Form 3014 9/90

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

Without charge to Borrower, Borrower shall pay any acceleration costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

21, including, but not limited to, reasonable attorney's fees and costs of title evidence.

Proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

secured by this Security Instrument without further demand and may foreclose this Security Instrument in full of all sums

or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums

non-existent or a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on

inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the

secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further

(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

(e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and

(f) any applicable law provides otherwise). The notice shall specify: (a) the default required to accelerate under paragraph 17 unless

of any covenant or agreement in this Security Instrument (but not prior to acceleration under Borrower's breach

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach

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

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,

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.

any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take

of which Borrower has actual knowledge, if Borrower learns, or is notified of, any government action or regulation uniformly

enforced or regulated agency of private party involving the Property and any Hazardous Substance of Environmental Law

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any

residential uses and to mitigate damage of the Property.

Hazardous Substances on or in the Property, Borrower shall not do, nor allow anyone else to do, anything affecting the

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, including two sentences shall not apply to the presence, or

storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

uses and to mitigate damage of the Property.

given written notice of the change in accordance with Paragraph 1 above and applicable law, Lender 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. The notice will state the name and

as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one

instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known

19. Sale of Note: Lender is entitled to a partial interest in the Note (together with this Security

not apply in the case of a partial interest in the Note under Paragraph 17.

Lender's rights under this Security Instrument shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall

apply to any other covenants or agreements contained in the Note as if no acceleration had occurred.

Securities held by Lender shall remain fully effective as if no acceleration had occurred. This Security Instrument and the

Security Instrument shall remain unaffected by Borrower, this Security Instrument and the

Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the Note to Lender to pay the Note to Lender

that the loan of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the Note to Lender to pay the Note to Lender

including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure

any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument,

less than 30 days from the date the note 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, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums secured by this

Security instrument, if Lender exercises this option, Lender shall give Borrower notice of acceleration, Lender shall provide a period of not

of this Security instrument.

Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date

Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this

is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it

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

15. **Covering 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 law given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

Securing instruments shall be deemed to have been given to Borrower or Lender when given as payment in this paragraph.

prepayment charge under the Note.

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 called for 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 premium to Borrower.

13. Loan Charges If the loan received by the lessee under the lease is used for the purpose of carrying on a business or profession, the lessee may deduct the amount of interest paid on the loan from his taxable income.

Borrower's interest in the Property under the terms of this Security Instrument (b) is not personally obligable to pay the sum secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations which relate to the terms of this Security Instrument at the New York rate.

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 executors, administrators and successors 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, (b) signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgagor, (c) signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to trustee and convey title

11. Borrower Not Released; Releasee by Lender Not a Waiver. Extension of the time for payment of Borrower shall not affect the Secured Instruments or the Secured Party's rights under this Agreement. Any holder of the Secured Instruments or the Secured Party may exercise any right or remedy available to it hereunder in interest. Any holder in exercise may release any holder or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Chances, character and behaviour of the species affect its ability to write; any dependence of pregeads to principles shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is damaged by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award of 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 his option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument which 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, 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 total amount of the sums secured by the proceeds multiplied by the amount of 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 fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking.

16. **Commodification**, i.e. the proceeds of any award of 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

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection; lender shall give

payments may not longer be required, at the option of Lender, if monies due hereunder become payable in the amount and for the period that Lender, provided by an insurer approved by Lender against becomes available and is disbursed. Borrower shall pay insurance premiums required to maintain insurance coverage in effect, or to provide a loss reserve, until the requirement for insurance ends in accordance with any written agreement between Borrower and Lender of applicable law.

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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.

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 monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are 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

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I-4 FAMILY RIDER Assignment of Rents

THIS I-4 FAMILY RIDER is made this 30TH 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

FIRST ILLINOIS BANK OF EVANSTON, N.A.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

4440 N. DOUGIE STREET CHICAGO ILLINOIS 60640

[Property Address]

I-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, screen doors, 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 I-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.

MULTISTATE I-4 FAMILY RIDER -Fannie Mae/Freddie Mac Uniform Instrument

Form 3170 9/90

Page 1 of 2

VMP -57 (9103)

VMP MORTGAGE FORMS 13131299 8100 18001521 7291

91578899

UNOFFICIAL COPY

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

THOMAS J. GREEN

Borrower

(Seal)

JAMES J. GREEN

Borrower

(Seal)

Family Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this I-4 permitted by the Security Instrument.

Lender has an interest shall be a breach under the Security Instrument in which Lender may invoke any of the remedies

Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

Rents shall not give or waive any default or invalidity any right or remedy of Lender. Any application of

Lender's agents or a judicially appointed receiver, may, so at any time when a default occurs. Any application of control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or

Lender, or Lender's agents or a judicially appointed receiver, shall not be entitled upon, take

Borrower repossess and warrants that Borrower has not received any prior assignment of the Rents and has

not and will not perform any act that would prevent Lender from exercising his rights under this paragraph.

Borrower to Lender secured by the Security Instrument pursuant to Uniform Convention.

Property and of collecting the Rents of any funds expended by Lender for such purposes shall become indebtedness

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the

showing as to the inadequacy of the Property as security.

Rents and collect the Rents and profits derived from the Property without any possession of and manage the Property and collect the Rents and profits derived from the Property without any

only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take

Security Instrument, (v) Lender's agents or any judicially appointed receiver shall be liable to account for insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the

applied first to the costs of taking control of and managing the Property and collecting the Rents, but

tenant: (i) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be

Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the

shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that tenant of the

as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower

an assignment for additional security only.

Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not

use to be paid to Lender or Lender's agent. Lender has given notice to the claim(s) that the Rents

puruant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the claim(s) that the Rents

Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default or

Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or

the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or

Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.