

# UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 2, 1991. The mortgagor is JON A. BATT AND MARY BETH BATT, his wife ("Borrower"). This Security Instrument is given to PEOPLES FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, which is organized and existing under the laws of UNITED STATES OF AMERICA and whose address is 1618 WEST 18TH STREET, CHICAGO, ILLINOIS 60608 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED NINE THOUSAND FOUR HUNDRED AND 00/100 DECEMBER 1, 2016 Dollars (U.S. \$ 109,400). 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 DECEMBER 1, 2016. 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 147 IN RIDGEATE UNIT 6 A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27 TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 17012 S. 93RD AVENUE  
ORLAND HILLS, IL 60477

PTN 27-27-102-009

which has the address of 17012 S. 93RD AVENUE  
[Street] ORLAND HILLS  
[City]

Illinois 60477 ("Property Address");  
[Zip Code]

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—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Product 44713

Form 3014 \$50 (page 1 of 6 pages)

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Form 3814 580 (page 2 of 6 pages)

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1. **UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:  
the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note,  
the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note,  
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 which may attorney priority over this Security instrument as a lien on the Property; (b) yearly  
taxes and assessments which may attorney priority over this Security instrument as a lien on the Property; (c) yearly  
loanholder premiums or ground rents on the Property, if any; (d) yearly hazard or property insurance premiums;  
to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgagage insurance premiums. These  
items are called "Escrow items," Lender may rely upon many require for holding from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless  
borrower fails to federal mortgage loan timely, at any time, collect and hold Funds in an amount not to exceed the maximum  
amount set forth in the Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA").  
Borrower, notwithstanding the fact that applies to the Funds due on the basis of current data and  
amount not to exceed the lesser amount, Lender may estimate the amount of Funds due on the basis of current data and  
borrower law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an  
amount to Lender for a federal mortgage loan timely, at any time, collect and hold Funds in an amount not to exceed the maximum  
amount of Escrow items, Lender may rely upon many provide Borrower to pay a one-time charge for an independent contractor  
to make such a charge. However, unless Lender pays Borrower interest on the Funds and applicable law permits Lender  
to make reporting service used by Lender in connection with this loan, unless applicable law provides otherwise, unless an  
item made or payable service available to Lender to be paid, Lender shall not be required to pay Borrower only interest or earnest  
for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender  
or a sum received by Lender exceeds the amount due by application of Escrow items, Lender shall account to Borrower  
no more than twelve months, all Lender's sole discretion.  
Upon payment held by Lender, Lender shall apply this Security instrument, Lender shall promptly refund to Borrower  
any sum 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  
of any Funds held by Lender prior to the date of payment held by Lender, prior to the acquisition  
of any funds held by Lender, to principal due; first, to any prepayment charge due under the Note; second, to imbursements payable under  
paragraph 1 and 2 shall be applied; third, to any late charges due under the Note.  
3. **Applicability of Payments.** Unless applicable law provides otherwise, all payments received by Lender under  
secured by this Security instrument.

4. **Charges, Expenses, Taxes.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the  
Property which may attorney priority over this Security instrument, and leasehold payments of amounts to be paid  
shall pay those obligations in whole or in part directly over this Security instrument. Security instrument binds Borrower: (a)  
agrees in writing to the payment of the obligation accurate by the Lender in a manner acceptable to Lender; (b) consents in good  
faith to the item by, or demands against the obligee accurate by the Lender in a manner acceptable to Lender;

5. **Hazard or Property Insurance.** Borrower shall keep the property insured now existing or hereafter created on  
the property the Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

6. **Borrower's Approval.** Lender's approval will not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender  
for the period that Lender requires, the insurance carrier providing the insurance shall be chosen by Borrower subject to  
including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and  
the property suffered any loss by fire, hazards included within the term "extinctible coverage" and any other hazards,

7. **Security over Actions.** Security over more or more of the actions set forth above within 10 days of the giving of notice.

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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Form 384 Series (page 6 of 6 pages)

1618 WEST 18th STREET CHICAGO, ILLINOIS 60608

1618 WEST 18th STREET MURIA, C., GONZALEZ, OWNER

THIS INSTRUMENT WAS PREPARED BY MARTA, C., GONZALEZ, OWNER

Notary Public

My Commission Expires Jan. 6, 1993

Notary Public

*[Signature]* (SEAL)

WITNESS MY HAND AND OFFICIAL SEAL THIS 2nd DAY OF DECEMBER 1991.

AND DEED AND THAT *[they]* EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND USES THEREIN SET FORTH.  
 AND DEED AND THAT *[they]* HAVE EXECUTED SAME, AND ACKNOWLEDGED SAID INSTRUMENT TO BE *[they]*.  
 INSTRUMENT, BEING INFORMED OF THE CONTENTS OF THE FOREGOING  
 BEFORE ME AND IS (ARE) KNOWN OR PROVED TO ME TO BE THE PERSON(S) WHO, BEING INFORMED OF THE CONTENTS OF THE FOREGOING  
 JOHN A. BATT AND MARY BETTY BATT, HIS WIFE, STANDING APPEARED  
 I, ALTO A. DIONNEIRO, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT

COUNTY OF COOK }  
 STATE OF ILLINOIS { SS:

BOX 333

Check Below This Line For Acknowledgment

Social Security Number 268-72-5498 Borrower  
 JOHN A. BATT (Seal)  
 Social Security Number 052-48-2378 Borrower  
 MARY BETTY BATT (Seal)

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.

Witnesses:

24. RIDERS TO THIS SECURITY INSTRUMENT. IF ONE OR MORE RIDERS ARE EXECUTED BY BORROWER AND RECORDED TOGETHER  
 WITH THIS SECURITY INSTRUMENT, THE COVENANTS AND AGREEMENTS OF EACH SUCH RIDER SHALL BE INCORPORATED INTO AND SHALL ALIUD  
 AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS IF THE RIDER(S) WERE A PART OF THIS SECURITY INSTRUMENT.  
 [Check Applicable Box(es)]
- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Adjustable Race Rider    | <input type="checkbox"/> Condaminium Rider              | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider  | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider      |
| <input type="checkbox"/> Biweekly Payment Rider   | <input type="checkbox"/> Second Home Rider              | <input type="checkbox"/> Balloon Rider               |
| <input type="checkbox"/> Other(s) [Specify] _____ |   |  |

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

**11. Borrower Not Released; 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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23. Waiver of Homeestead. Borrower waives all right of homestead exception in the Property.
- Instrument without charge to Borrower. Borrower shall pay any recording fees all sums secured by this Security instrument.
22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument costs.
- This paragraph 22, including, but not limited to, reasonable attorney fees and costs of title evidence.
- by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this instrument secured by this Security instrument without further demand and may foreclose this Security instrument of all sums due or before the date specified in the notice, Lender at its option may require immediate payment in full is not cured on or before the date specified of Borrower to acceleration and foreclosure of the title deeded further instrument Borrower of the right to remit after acceleration and the right to assert in the Property.
- of the sums secured by this Security instrument, foreclosed by judicial proceeding and sale of the Property.
- be cured; and (d) that failure to cure the date specified in the notice may result in acceleration of any provision of this Security instrument (but not prior to acceleration under paragraph 17).
- (c) a date, not less than 30 days from the notice is given to Borrower, by whom the default must default.
- unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the notice; and (c) a date, not later than 30 days from the notice is given to Borrower, by whom the default must
21. Acceleration; Remedies. Lender shall give notice to this Security instrument (but not prior to acceleration under following Borrower's

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

that relate to health, safety or environmental protection.

used in this paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic any government or regulatory agency or private party may violate the Environmental Law.

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

regulatory authority, including, but not removal or other remediation of any Hazardous Substances affecting the Property is necessary.

Environmental Law of which Borrower has actual knowledge, if Borrower learns, or is notified by any government or any government or regulatory agency or private party may violate the Environmental Law.

Borrower shall provide written notice of any investigation, claim, demand, lawsuit or other action by (O) normal remedial uses and to minimize damage to the Property.

use, or storage on the Property of small quantities of any Environmental Substances that are generally recognized to be appropriate for protection against any violation of the Environmental Law.

the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the protection of any Hazardous Substances on or in the Property, Borrower shall not do, anything affecting

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release

The notice will also contain any other information required by applicable law.

The notice will state the name and address of the new loan servicer and the address to which payments should be made.

Service, Borrower will be given written notice of the change in accordance with paragraph 14 above.

also may be one or more changes of the loan Service unrelated to a sale of this Note. If there is a change of the loan known as the "Loan Servicer," that collects monthly payments due under the Note and this Security instrument. There instrument may be sold one more times without prior notice to Borrower. A sale may result in a change in the entity

19. Sale of Note. In the event of a partial interest in the Note (together with this Security

right to retransfer shall not apply in the case of acceleration under paragraph 17.

arrears and other obligations secured hereby shall fully effective as if no acceleration had occurred. However, this instrument secured by this Security instrument shall continue unchanged. Upon reinstatement by Borrower, this Security instrument and the note of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay require to assure that the note of this Security instrument, including, but not limited to, reasonable attorney fees, and (d) makes such action as Lender may reasonably occurred; (b) cures any default of any other covenant or agreement this Security instrument secured by (a) pays all expenses incurred in enforcing this Security instrument, unless the note would be due under this Security instrument and the Note as if no acceleration had Secured by this instrument; or (c) entry of a judgment enjoining this Security pursuant to any Power of sale contained in this instrument. May specifically for reinstatement) before sale of the Property pursuant to any Power of sale contained in this instrument or this Security instrument. If Borrower meets certain conditions, Borrower shall have the right to have any remedies permitted by this Security instrument without further notice or demand on Borrower.

any notice is given to pay these sums prior to the expiration of this period, Lender may invoke by this Security instrument. If Borrower fails to pay these sums within which Borrower must pay all sums secured of note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured of this instrument, Lender shall give Borrower notice of acceleration. The notice shall provide a period law as of the date of this Security instrument.

secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by general person) without Lender's prior written consent, Lender may, in its option, require immediate payment in full of all sums

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Product 4398

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Form 3170 998 (page 1 of 2 pages)

MULTISTATE 1-A FAMILY RIDER—Family Master Policy Multi-Year Rider

only. Lender's assignment of Rents constitutes an absolute assignment and not an assignment for additional security. The Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Rents, and agrees that such tenant of the Property shall pay the Rents to Lender or Lender's agent. However, the Rents, and agrees to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agent to collect regularbasis of to whom the Rents of the Property are payable. Agent's authority to collect the Rents is limited to collection 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.

H. ASSIGNMENT OF RENTS; APPORTIONMENT OF RECEIVABLE; LENDER IS POSSESSOR; Borrower in this paragraph G, the word "lease" shall mean "sublease" if the Security instrument is on a leasehold right to modify, extend or terminate the existing lease and to execute new leases. In Lender's sole discretion. As used and all security deposit made in connection with leases of the Property. Upon the assignment documents, Lender shall have the right to modify, extend or terminate the existing lease and to execute new leases. In Lender's sole discretion. A lease agreement made in connection with leases of the Property. Lender shall receive all rents of the Property in this paragraph G, ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all rents of the Property and 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.

I. SECURITY AGREEMENT. Lender and Borrower shall remain to Lender in effect. In Lender's sole discretion, Lender may require Borrower to maintain insurance adequate to protect the property, the first sentence in this paragraph I is deleted.

J. SECURITY AGREEMENT. Lender and Borrower shall remain in effect. In Lender's sole discretion, Lender may require Borrower to maintain insurance adequate to protect the property, the first sentence in this paragraph J is deleted.

K. SECURITY AGREEMENT. Lender and Borrower shall remain in effect. In Lender's sole discretion, Lender may require Borrower to maintain insurance adequate to protect the property, the first sentence in this paragraph K is deleted.

L. SECURITY AGREEMENT. Lender and Borrower shall remain in effect. In Lender's sole discretion, Lender may require Borrower to maintain insurance adequate to protect the property, the first sentence in this paragraph L is deleted.

M. SECURITY AGREEMENT. Lender and Borrower shall remain in effect. In Lender's sole discretion, Lender may require Borrower to maintain insurance adequate to protect the property, the first sentence in this paragraph M is deleted.

N. SECURITY AGREEMENT. Lender and Borrower shall remain in effect. In Lender's sole discretion, Lender may require Borrower to maintain insurance adequate to protect the property, the first sentence in this paragraph N is deleted.

1-A FAMILY RIDER  
Assignment of Rents

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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 Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, 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.

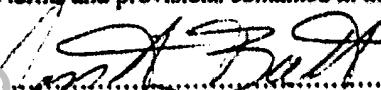
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant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

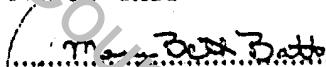
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

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

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

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

  
JOHN A. BATT ..... (Seal)  
John A. Batt ..... -Borrower

  
MARY BETH BATT ..... (Seal)  
Mary Beth Batt ..... -Borrower

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