# JNOFFICIAL COPY

PREPARED BY AND MAIL TO:

MIDWEST MORTGAGE SERVICES, INC. 1901 SOUTH MEYERS ROAD, SUITE 300 OAKBROOK TERRACE, IL 60181

91145731

[Space Above This Line For Recording Data] -

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

MARCH 28th

. 19 91

The Mongagor is ..

MICHAEL J. BROADFOOT, A SINGLE PERSON

-91-145731

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

FIRST CHICAGO BANK OF MOUNT PROSPECT

which is organized and existing under the laws of THE STATE OF ILLINOIS

. and whose

address is 111 E. BUSSE AVENUE MT. PROSPECT, IL 60056

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED THIRTY THREE THOUS'ND TWO HUNDRED & 00/100

). This debt is evidenced by Borrower's note dated the same date as this Security 133,200.00 Dollars (U.S. \$ Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 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 ar diffications; (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 COOK described property located in

County, Illinois:

\*\*\*LOT 90 IN BLOCK 34 IN SHEFFIELD'S ADDITION TO CHICAGO OF SECTIONS 31 AND 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. \*\*\*

> DEPT-01 PFUCADING TH2222 TRAN 7555 04/02/91 10:27:00

\$18.00

#0295 # 19 4 - 91 - 145731 COOK COUNT! RECORDER

TAX ID #: 14-31-419-048 - VOL. 534

which has the address of 1802 WEST WABANSIA 60622 [ZIP Code], ("Property Address"); Illinois

CHICAGO

Clorks

(Street, City),

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 seised of the estate hereby conveyed and has the right to mortgage, grant co and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and willdefend 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.

Form 3014 12/83 Amended Initials: 118

-6F(IL) (4902)

5512166

ILLINOIS - Single Family - FNMA/FHLMC UMFORM INSTRUMENT

YMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

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Official shirt

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 Lender to Borrower requesting payment.

A Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Insurance, 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 to enforce laws or regulations), then Lender's rights in the Property Lender's actions may do and paying any same secured by a tien which has priority over this Security Insurance, appearing in court, paying reasonable attorneys' include the and entering on the Property to make repairs. Although Lender may take action under this paragraph?, Lender does not have to fees and entering on the Property to make repairs. Although Lender may take action under this paragraph?, Lender does not have to

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

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

Property demagned, if the restoration of repair, is economically feasible and Lender's security? not lessened. If the restoration or repair of the insurance proceeds size, be applied to the aunit security has been as a notice from Lender's security and the insurance proceeds size, be applied to the aunit security insurance proceeds are in not then due, with any excess paid to Borrower. If Borrower, which is the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim the Property or does not insurance, which is 30-day period will begin when the notice is given.

proof of loss if not made, promptly by Borrower shall give prompt notice to the itsu sace carrier, and Lender may make and receipts of loss, Borrower shall give prompt notice to the itsu sace carrier, and Lender may make the profice of loss, and Lender may make the profice of the interest of paid premiums.

against total of the first of the state of t

Senior loss by fire, hazards included within the term "extended coverige" and any other hazards for which Lender requires insurance.

writing to the payment of the obligation secured by the tien in a manner acceptable to Lender; (b) contegs in good faith the lien by, or defends againgt enforcement of the lien in, legal proceeds as which in the Lender's opinion operate to prevent the enforcement of the lien of any part of the lien an agreement satisfactory, or (c) secure, from the holder of the lien an agreement satisfactory, to (c) secure, from the holder of the lien as agreement satisfactory, to Lender that any part of the lien as agreement alial satisfy he lien or attain priority over this Security Instrument, Lender may give from wer a notice identifying the lien. Borrower shall satisfy the lien of the actions set forth above within 10 days of the giving of the actions set forth above within 10 days of the giving of the actions set forth above within 10 days of the giving of the actions set forth above within 10 days of the giving of the actions set forth above within 10 days of the giving of the actions set forth above within 10 days of the giving of the actions set forth above within 10 days of the giving of the actions set forth above within 10 days of the giving of the actions set forth above within 10 days of the giving the lien.

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 Le ider all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Le ider receipts evidencing the payments.

Borrower shall promptly discharge, any lien which has priority over this Security Instrument unless Borrower. (a) agrees in

payable under peragraph 2; fourth, to increat due; and lear, to principal due.

Charges; Liens. Borrower shall paxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security ins north and lesschold payments or ground rents, if any. Borrower shall pay these obligations

3. Application of Payment t. Unices applicable law provides otherwise, all payments received by Lender under pungraphs 1 and 2 shall be applied: first, to bue of arges due under the Mote; accond, to prepayment charges due under the Mote; duird, to amounts

Upon payment v. firll of all sums secured by this Security Instrument, Lender shall apply, no later than a promoting the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the same of application as a credit against the sums secured by this Security Lists ment.

promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to Lay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as a squired by Lender.

instrument.

The samount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of figuration items, shall be, at Borrower's option, either the escrow items, shall be, at Borrower's option, either the escrow items, shall be, at Borrower's option, either the escrow items, shall be, at Borrower's option, either the escrow items, shall be, at Borrower's option, either the escrow items, shall be, at Borrower's option, either the escrow items, shall be, at Borrower's option, either the escrow items, shall be, at Borrower's option, either the escrower of the Funds held by Lender is

(including Lenderile held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lenderile such: an institution). Lender shall apply the Funds for pay the escrow-items. Lender may not charge for holding and applying the Funds and applying the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Insurance to pay the cost of an independent ax reporting service shall not be a charge for purposes of the preceding applicable law requires interest to be paid. Lender an writing that interest shall be paid on the Funds: Unless an agreement is made for applicable law requires interest to be paid. Lender at all not be required to pay Borrower and debits to the Funds and the Funds conting on the Funds and debits to the Funds and the Funds and the Funds and debits to the Funds and the Funds and the Funds and debits to the Funds and the Funds are pledged as additional security for the sums secured by this Security for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security.

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 mentify payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly nonthly payments which may attain priority over this Security insurance premiums; if any These items are called become items which may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

"escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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.

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

1. Payaneat of Principal and Interest; Prepayment and Late Charges. Borrower sh

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If Lender required mortgage insurance as a condition of making the tolan scured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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, 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.

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.

- 10. Borrower to 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 hability 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 Listriment 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.
- 11. Successors and Assigns Board; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this 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.
- 12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or of er 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.
- 13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be giver, by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice or vided 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 ferent 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 Society Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or, if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' refees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Page 3 of 4

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## **UNOFFICIAL COPY**

grafterie in seemal de lave e OAKBROOK TERRACE, IL 60181 1901 SOUTH MEYERS ACAD, SULTE 300 MA COMMISSION EXPIRES 6/18/93 MIDWEST MORTGAGE SERVICES, INC. HOTARY PUBLIC STATE OF ILLINOIS RECORD AND PETURN TO: MOTONITHUH A SHUYUS 31. JENNIER DENIED \* OFFICIAL SEAL Lyra juannment was brobaned by: My Commission expires: Given under my hand and official seal, this TO YED free and voluntary act, for the uses and purposes therein set forth.

28th day of Marich and delivered the said instrument as his s subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Dougis ou personally known to me to be the same person(s) whose name(s) tootbaca8 . L. LachaiM pangisrabnu adt ; , a Notary Public in and for said county and state do hereby certify County as: COOK SLYLE OF ILLINOIS, [Space Below This Line For Acknowledgment] - Bottower Bottower (Scal) (Seal) nawono6--- Bomer TON GROUND TO TEAHOIM any rider(s) executed by Borrower and recorded with it. BX SIGNING BELOW, Borrower accepts and agrees to the terms and cov mants contained in this Security Instrument and in

| Other(s) [specify]

Planned Unit Development Rider Graduated Payment Rider A L4 Family Rider Adjustable Rate Rider Condendation Rider

JUNIL CLOPTS

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Name of the

covenants and agreement to this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable Security insurances, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the 22. Waive of Homestead. Borrower waives all right of homestead executed by Borrower and recorded together, with this

charge to Borrower. Borrower shall pay any recordation costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without

anominated virinoed and this Security Instrument. collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then

Any reaus collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) ahall be 20. Leader in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the

fees and costs of title evidence. expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without any other, defense of Borrower, to acceleration and foreclosure. If the default is not cured on or before the date specified in the Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further hinorga Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-extatence of a default or failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this

date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that applicable hay provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unb 19, Acceleration; Bennedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of NON-INIBORM COVENAITS. Borrower and Lender further covenant and agree as follows:

THE REPORT OF THE PROPERTY OF

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### UNOFFICIAL GOPY

### ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 28th day of MARCH

, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or 1991 Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

FIRST CHICAGO BANK OF MOUNT PROSPECT

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1802 WEST WABANSIA CHICAGO, ILLINOIS 60622

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BOPROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further lovenant and agree as follows:

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for or initial interest rate of interest rate and the monthly payments, as follows:

%. The Note provides for changes in the

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change or the first day of APRIL . 19 92 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interes, rat; will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

THE INITIAL INDEX VALUE FOR THIS LOAN IS 2.080% MJB

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rute by adding

TWO & THREE-FOURTHS percentage points ( 2.75 %) to the Current Index. The Note Holder will then round the result of this addition to the market one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly paymen'.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than

5.000 %. Thereafter, my interest tate will never be increased 9.000 % or less than or decreased on any single Change Date by more than two percentage points (2.0%) from the rat; of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.000 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

MULTISTATE ADJUSTABLE RATE RIDER - ARM 52- Single Family - Fannie Mae/Freddle Mac Uniform Instrument Page 1 of 2

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

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(If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. Bostowes will continue to be obligated under the Note and this Security Instrument unless Lender referees Bostower in that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. loss sesmubiton. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the

Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that

without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the forestile is prohibited by federal law as of this Security Instrument. However, this option shall not exercise this option it; (a) Borrower causes to be submitted to the date of this Security Instrument. Lender also shall not exercise this option it; (a) Borrower causes to be submitted to is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it

the risk of a breach of any coverant or agreement in this Security Instrument is acceptable to Lender.

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

ELEVAREE OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

E 10 2 0804

Balktide

#### 1-4 FAMILY RIDER

#### **Assignment of Rents**

THIS 1-4 FAMILY RIDER is made this 28th

day of MARCH

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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 CHICAGO BANK OF MOUNT PROSPECT

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1802 WEST WABANSIA, CHICAGO, ILLINOIS 60622

[Property Address]

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORDIN TO LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument we perfected against the Property without Lender's prior written permission.
- C. RENT LOSS INSUPACICE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
  - D. "BORROWER'S RIGHT TO F.EINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or te mi rate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the wire "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower uncondinovally assigns and transfers to Lender all the rents and revenues of the Property, Borrower authorizes Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lander or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant of greement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This

assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

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

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

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

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

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

Michael Manhat	(Seal)
MICHAEL J BROADFOOT	-Borrower
	(Seal)
•	-Borrower
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