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MORTGAGE
1991 MAY -8 AM II: 15

91216400

\$18.00 Ref.No.: 010050387

15 Year Homeowner's Key

**LASALLE NATIONAL TRUST, N.A. SUCCESSOR TRUSTEE TO

THIS MORTGAGE ("Mortgage") is made on April 19, 1991, between Mortgagor, La Salle National Bank Trustee, Trust Number 49458, Dated September 9, 1975, (herein "you," "your" or "yours") and the Mortgagee, Citibank, Federal Savings Bank, a corporation organized and existing under the laws of the United States, whose address is One South Dearborn Street, Chicago, Illinois 60603 (herein "we," "us" or "our"). Borrower owes Lender the principal sum of

FOUR HUNDRED FORTY FIVE THOUSAND AND 00/100 Dollars (U.S. \$445,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with full debt, if not paid earlier, due and payable on May 1, 2006. This Security Instrument secures to Lender: (a) the repayment of debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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:

THE WEST 1/2 °F LOT 41 IN THE SUBDIVISION OF OUTLOT C IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MEPIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. No. 1: 14-28-314-019-9000

P.I.N. No. 2:

which has the address of 626 We it Arlington Place, Chicago, IL 60614, (herein "property address");

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 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 covenance 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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over n.b. Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funis due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insuled or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to ply the escrowitems. Lender may not charge for holding and applying the Funds, analyzing the accounts or verifying the escrowitems, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A fact ge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent that reporting service shall not be a charge for the purposes of the preceding sentence. Borrower and Lender may agree in withing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender's all not be required to pay Borrower any interest or earnings 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 the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either 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 pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application 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 late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.
- 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 or 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 MORTGAGE (1)

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tien 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 forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Huzard Insurance. Borrower shall keep the improvments now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards 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.

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 the 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 proceed 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 19 the 2rr perty is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property page to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Preservation and Mnintipunce of Property; Leaseholds. 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 leasehold, Borrower shall comply with the provisions of the leafe, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merge in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrumers, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruper, probate, for condemnation 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 ".... which has priority over this Security Instrument, appearing in court, paying reasonable attorney's 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 paragreph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to 0 her 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.

- If Lender required mortgage insurance as a condition of making are loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect whill 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 exacts for the inspection.
- 9. Condemnation. The proceeds of any award or claim for damages, directo, 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 in mediately 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 contempor 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. Horrower 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.
- 11. 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.
- 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 other loan charges collected or to be collected in connection with the

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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 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 conficing provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Coly. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of th: P operty of a Beneficial Interest in Borrower. If all or any part of the Property of any itnerest in it is sold or transferred (or if a box eficial 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 options hall not be exercised by Lender if exercise is prohibited by federal law as of the date of this
- 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 locate 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 Dorrower 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) teffer sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enfacing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Courity 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 attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinciatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no accordation had occured. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

- 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the often required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in accileration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or Lefore the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to reasonable attorneys' fees and costs of title evidence.
- 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver), shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
- 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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DOOP TO 49458 in the exercise of the power and authority confirmed upon and wested is expressly understood and agreed that nothing contained herein or in the This Mortgage or Trust Deed in the nature of a mortgage is recuted by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. in it as such Trustee (and said IA SALLE WATTOWAL INUST, N.A. hereby warrants that it possesses full power and authority to excepte the Instrument) and it UNDER TRUST NO. April 19, 1991 DATED

LIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE

note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any lability on the part of said pay said note or any interest that mer occuse thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by sortgagor or grantor, or on said LA SALLS MATIONAL TRUST, N.A. personally to MATICHAL TRUST, M.A. personilly are concerned, the legal holders of the note that so fer as the mortgagor or grantor and said LA SALLE and the owner or owners of any indebtedness accruing hereunder shall look solely to the premise. Dareby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by artion to enforce the personal liability of the guarantor or any. Trustee does not warrant, indemnify, defend title nor is the mortgages or Trustee under Parl Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security it responsible for any environmental damage. hereunder; and guarantors, it

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23. 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 amend 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)] Adjustable Rate Rider □ Condominium Rider 🙀 1-4 Family Rider ☐ Graduated Payment Rider □ Planned Unit Development Rider □ Fixed Rate Assumption Rider a Adjustable Rate Assumption Rider Other(s) [specify] BY SIGNING BELOW, Borrower, accepts and agrees to the terms and covenants in this Security Instrumentation and security Instrumentat rider(s) executed by Borrower and recorded with it. TRUSTEE LASALLE NATIONAL TRUST, N.A. SUCCESSOR TRUSTEE TO La Salle National Bank, not personally, but trustee under trust agreement dated September 9, 1975 and known as trust no. 49458 (Title) ATTEST: Assistant Vice President Its: (Title) Assistant Secretary State of Illinois County of I, the undersigned, a Notary Public in ar I for said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Bek, Assistant Vice William H. Dillon, Assistant , President and Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and ar the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth, and the said <u>Ass Stant</u> Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix ne said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth. Given under my hand and Notorial Seal this "OFFICIAL SEAL" Michele A. Ziak No.ary Public Notary Public, State of Illinois My Commission Expires Dec. 5, 1994 Commission Expires: ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT (Form 3014 12/83)

[Space Below This Line For Acknowledgement]

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1-4 FAMILY RIDER

(Assignment of Rents)

15 Year Homeowner's Key

Ref.No.: 010050387

THIS 1-4 FAMILY RIDER is made on April 19, 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

Citibank, Federal Savings Bank

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

626 West Arlington Place, Chicago, IL 60614

(Property Address)

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

- USE OF PROPER 174; 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, regula ideas and requirements of any governmental body applicable to the Property.
- SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected assinst the Property without Lender's prior written permission.
- RENT LOSS INSURANCE. Bo rown, shall maintain insurance against rent loss in addition to the other hazards for C. which insurance is required by Unito'm Covenant 5.
- "BORROWER'S RIGHT TO REINSTA" E" DELETED. Uniform Covenant 18 is deleted. D.
- 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 icases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing lease, and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease if the Security Instrument is on a leasehold.
- ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's gents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as Trustee for the benefit of Lerger 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 (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and valt 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 the 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 remed/of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is pet I in full.

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 rimedies permitted by the Security Instrument.

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

REE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

LASALLE NATIONAL TRUST, N.A. SUCCESSOR, TRUSTEE TO

La Saile National Bank,

as trustee under trust agreement dated September 9, 1975 and known as trust no. 49458

MULTISTATE 1-4-FAMILY RIDER -- Fannic Mac / Freddie Mac Uniform Instrument (Form 3170 10/85)

Assistant Vice President

Attest:

Assistant Secretary

1-4 FAMILY RIDER

SME RIDER ATTACHED HE

RIDGE ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

(UNDER TRUET NO.) 49458 **DATED** April 19, 1991

that said Trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that cid Trustee at no time is entitled This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, No., not personally but liability or responsibility shall be assumed by nor at any time be asserted or enforced coverants, undertakings or agreements hive a or in said Note contained, either expressed as Trustee only. It is expressly understood and agreed by the particls hereto, anything Assignment of Rents is executed by LA SALLE NATIONAL 'RUST, N.A., as Trustee, solely in and agreed that LA SALLE NATIVEL TRUST, N.A., individually or as Trustee, shall have no obligation to see to the pariormance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. Trustee does not warrant, indemnify, defend title for is it responsible for any environmental damage. under said mortgage or the holder or holders, owner or owners of said Note and by every promises, covenants, undertakings and agreements of said Trustee, nor as any admission against it, its agents or employees, on account hereof, or on account of any promises, mortgagee or holder or holders of saio Note and by all persons claiming by, through or personal now or hereafter claiming any right or security thereunder. It is understood contained therein to the contrary notwithstanding, that each and all of the promises, to receive any of the rents, issues or profits of of from said trust property. This or implied, all such liability, if any, being expressly waived and released by the the exercise of the authority conferred upon it as said Trustee, and no personal covenants, undertakings and agreements herein made are not intended as personal

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