

COPS 15 LOAN # 10482158



LENDERS CITLE GUARANTS 4801 Emerson St., Suite 102 Palatine, IL 60087 (708) 303-8200

91355530

DEPT-01 RECORDING

\$20.00

T#4444 TRAN 9480 07/17/91 13:12:00

<u>-∵1-</u> 355530 COOK COUNTY RECORDER

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MORTGAGE

THE	S MORTGAGE ("Secur	ity Instrument") is given on	JULY 03	********
19 91	. The mortgagor is			***********
	MALUZ ARRIED		7 - 17 J.J 3 - 9 1 J.J.	*********
			7.7	**********
("Borrower	"). This Security Instru	ment is given to		*********
which is c	organized and enisting	under the laws of the Stat	e of Texes	
and whose	address is		<u>,.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	140001111111
Borrower	owes Lender the prince	cip i sum of	100	nomm.
Instrument AUGUST Instrument and modific security of	("Note"), which provided to the Note: (a) cations of the Note: (a) this Security instrument the Note. For this cated in LOT 14 IN BLOCAND 4 IN JOHN THE NORTHEAST 14, EAST OF THE EXCEPT THAT PA	des fo northly payments, with 1 and or interest at the yearly the repayment of all other sums, the repayment of all other sums, then the payment of all other sums, then the payments at the payments of all other sums, then the payments at the payments of all other sums, then the payments at the payments of all other sums, then the payments at the payments of all other sums, then the payments at the payments of all other sums, then the payments at the payments of all other sums, the payments at the payments of all other sums, the payments at the yearly the payments at the yearly the payments at the yearly the repayments at the yearly t	borrowers note dated the same date as this so he full debt, if not paid earlier, due and payab rate of 9.875 percent. This S d by the Note, with interest, and all renewals, extendit interest, advanced under paragraph 7 to prote orrower's covenants and agreements under this Stage, grant and convey to Lender the following designed. County, Illinois: [RS SUBDIVISION OF BLOCKS 1,2,3, THE SOUTHWEST QUARTER (1/4) OF 19, TOWNSHIP 40 NORTH, RANGE AN LYING WEST OF LINCOLN AVENUE (1/4) OF THE NORTHWEST QUARTER WEST OF WOLCOTT STREET. IN COOK	ecurity ale on ecurity ansions of the ecurity
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Real Est	tate Tax ID#: 14-1	19-226-009-0000 Volume:	CO	11.35553
which has	the address of 1	830 W. PATTERSON	CHICAGO	ن ن
	60513	(Street)	(City)	······································

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 selsed 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 - Famile Mae/Freddle Mac UNIFORM INSTRUMENT L838 Rev. 04/91 (Page 1 of 5 Pages)

Form 3014 9/90

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instrument immediately prior to the acquisition.

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

TUB LUCTICE (2 DIVER)

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

Lender may make proof of loss if not made promptly by Borrower.

paid premiums and renewal notices, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to en er all receipts of All insurance policies and renewals shall be acceptable to Lender and shall include a standard mornage clause, Lender option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Leider may, at Lender's that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods Property insured against loss by the, hazards included within the term "extended coverage any other hazards, including e' Hesset of Property Insurance. Borrower shall keep the improvements now extring or heresiter erected on the

more of the actions set forth above within 10 days of the giving of notice.

this Security instrument, Lender may give Borrower a notice identifying the lien. Borrow at shall satisfy the flen or take one or to this Security Instrument, it Lender determines that any part of the Property is subject to a lien which may attain priority over enforcement of the lien; or (c) secures from the holder of the lien an agreement of the lien. filen by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner actenable to Lender; (b) contests in good faith the Bottomer shall promptly discharge any lien which has priority over in Security instrument unless Bottomer; (a) agrees in

"Barrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments." person owed payment, Borrower shall promptly furnish to Lender all colices of amounts to be paid under this paragraph. If dobligations in the manner provided in paragraph 2, or it not paid if that manner, Borrower shall pay them on time directly to the which may stisin priority over this Security instrument, and lesseholi payments or ground rents, it any, Borrower shall pay these 4. Charges; Llens. Borrower shall pay all taxes, assess innes, charges, tines and impositions attributable to the Property

third, to interest due; fourth, to principal due; and last, to any late charges due under the More.

and 2 shall be applied: first, to any prepayment on rights due under the Note; second, to amounts payable under paragraph 2: 3. Application of Psyments. Unless appliestic iew provides otherwise, all payments received by Lender under paragraphs

this Security Instrument,

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by Funds held by Lender. If, under paragraph 🛂 Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale Upon payment in full of all sunt secured by this Security Institument, Lender shall promptly refund to Borrower any

no more than twelve monthly paymone at Lender's sole discretion.

esse Borrower shall pay to Lender 16 amount necessary to make up the deficiency. Borrower shall make up the deficiency in Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such Borrower for the excess Function accordance with the requirements of applicable law, if the amount of the Funds held by If the Funds he'd by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

debit to the Funds was nade. The Funds are pledged as additional security for all sums secured by this Security instrument. without charge, an a null accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, applicable law rejuir is interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. used by Lencer in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or a charge, However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such Escrow items, Lender may not charge Borrower for holding and applying the Funds, analyzing the escrow account, or (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Escrow Items or otherwise in accordance with applicable law.

Lander may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount, it so, Lender may, at any time, collect, and hold Funds in amount not to exceed the lesser amount. 1974 as amended from time to time, 12 U.S.C. Section 2801 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage losn may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Tender may at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally provisions of paragraph 8, in fleu of the payment of mortgage insurance premiums. These items are called "Escrow Items." it such: (e) Asach montgage insurance premiums; it any; and (f) any sums payable by Borrower to Lender, in accordance with the or ground rents on the Property, it any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums. and assessments which may attain priority over this Security instrument as a tien on the property; (b) yearly leasehold payments Certair on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prompily pay when due the

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- S. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. 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 data 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 ban ruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatev, is necessary to protect the value of the Property and Lender's rights in the Property, Lender's actions may include paying any sims secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and returning on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do

Any amounts dispursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless corrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the hole rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

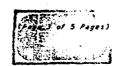
- 6. Mortgage Insurance. If Lendry required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lendry lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mirtgage 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 Lunder. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yarly mortgage insurance premium baing paid by Borrower when the insurance coverage lapsed or ceased to be in effect, Lender will accept, use and retain these numerous as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lander if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Linder 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 another and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entire, 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 life 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 apriled to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a nartial 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 is less than the amount of the sums secural immediately before the taking is less than the amount of the sums secural immediately before the taking in 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 condent or offers to make an award or settle a claim for damages, Borrower falls 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 Walver. 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



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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 toan 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 a vici ble 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. Berrower's ".ipv. 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 taneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written contact, 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 chalf 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 Borrows 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 as if no acceleration had 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 fees; and (d) takes such action as Lender may reasonably require to assure that the tilen 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 reinstat ment 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 paragraph 17.
- 19. Sale of Note: Change of Loan Servicer. The Note or a partial intere. In the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A call, may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and the Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything afficting the Property that is in violation of any Erwironmental Law. The preceding two sentences shall not apply to the presence, so or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, if Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the juurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 17 unless applicable (aw provides otherwise). The notice shall specify: (a) the default; (b) the action 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)



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that failure to cure the derault on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Berrower 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 before 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

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

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

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 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))

6	000		
	Adjustable Rate Ride	Condominium Rider	X 1-4 Family Rider
=	Graduated Payment Rider	Planned Unit Development	Rider Biweekly Payment Rider
	Balloon Rider	Rate Improvement Rider	Second Home Rider
	Other(s) [specify]		
	•		
	SIGNING BELOW. Borrower rider(s) executed by Borrow		covenants contained in this Security Instrument
James	, D. Smal	TAPK V. MALIN	(Seal)
75 GUARANES Son St., Suite 102 ne. IL 60087 9) 303-6200			N, FCN THE SOLE PURPOSE OF HOMESTEAD RIGHTS.
COERSON Palatine, I	MICHIGAN State of X 例例的 Cour	OAKLAND	ss. I, the undersigned, a
F 1 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			ity, in the State afore said, do hereby certify
3 D &	IMPRESS		
E-market	- SEAL	scribed to the foregoing instrume	ne same person whose num.e(:): are sub- nt appeared before me this dury in person,
	HERE	THETR free and voluntary act, for	gned and delivered the said instrument as r the uses and purposes therein set forth.
	Given under my hand	and official seal, this	day of Quelex 19 91
	Commission Expires	4-3-95 m	NOTARY PUBLIC
	MARY OTARY PUBLI ILL 141 IN COMME	ANN ST SOUVER COMPANY COUNTY, MICH BRICH EXPIRES 04-03-96	MOTARY PUBLIC (C)
E88			30
Zz=n	State of Illinois, County of	otary Public in and for said County, in t	ss, i, the undersigned, a the State aforesaid, do hereby certify
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SYN	SC	ersonally known to me to be the sar ribed to the foregoing instrument app	peared before me this day in person.
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とうまま	Given under my hand and	official seal, thisday o	1 <u>JULY</u> , 19 <u>91</u>
	Commission Expires	NOT	TARY PUBLIC

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1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER IS	made this SRD day of	JULY	, 1991 ,
and is incorporated into and si	all be deemed to amend a	ind supplement the	viortgage, Deed of Trust
or Security Deed (the "Security	Instrument") of the same d	ate given by the und	ersigned (the "Borrower")
to secure Borrower's Note to of the same date and covering	BencPLUS M	ortgage Corp.	(the "Lender")

CHICAGO, IL BOB 13 1830 W. PATTERSON (Property Address)

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and guards of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying o distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguisi. In apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, otorm doors, screens, blinds, shades, curtains and curtain rads, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Pider and the Security Instrument as the "Property."
- B. USE OF PROPERTY: COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change: Borrower shall comply with all laws ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS, Except as permitted by federal law, Borrower shall not allow any lien Inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance analyst rent loss in addition to the other hazards for which insurance is required by Uniform Covenant E.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (I) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lendergorg Lender's Agent This assignment of Rents constitutes an absolute assignment and not an assignment for additional security

Page 1 of 2 Pages

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MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3170 9/90

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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 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 antitled 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 Coverant 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 Lenders agents or a judicially appointed receiver, shall not be required to enter upon, take control of or inchiain the Property before or after giving notice of default to Borrower, indexer, 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 remady 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. Burrower'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.

MARK T. MALIN -Borrower

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JAMES D. MALIN

-Borrower

-Borrower

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MARY ANN ST SOUVER. YOTARY PUBLIC - GARLAND COUNTY, MICH MY CONNISSION EXPIRES 04-03-95

ETELE GUARANES 4801 Emerson St., Suite 102 Palatine, IL 6067 (708) 303-6200

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