

PREPARED BY:
BARB FITZNER
CHICAGO, IL 60603

UNOFFICIAL COPY

RECORD AND RETURN TO:
CITIBANK, FEDERAL SAVINGS BANK
BOX 165

837.30
92440086



(Space Above This Line For Recording Data)

MORTGAGE

010074086
92440086

THIS MORTGAGE ("Security Instrument") is given on JUNE 8, 1992. The mortgagor is
EARNEST STAGG AND DOROTHY STAGG, HIS WIFE.

(Borrower). This Security Instrument is given to CITIBANK, FEDERAL SAVINGS BANK, which is organized and existing under the laws of
UNITED STATES OF AMERICA, and whose address is
1 SOUTH DEARBORN, CHICAGO, ILLINOIS 60603 ("Lender").
Borrower owes Lender the principal sum of SIXTY ONE THOUSAND FIVE HUNDRED
AND 00/100.

Dollars (U.S. \$ 61,500.00). This debt is evidenced by Borrower's note dated the same date as this
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable
on JULY 1, 2007. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced
by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums,
with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does
hereby mortgage, grant and convey to Lender the following described property located in
COOK County, Illinois:

PARCEL 1: THE EAST 20 FEET OF THE WEST 65.25 FEET TOGETHER WITH THE
NORTH 12 FEET OF THE SOUTH 24 FEET OF THE WEST 24.92 FEET OF THE
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS,
AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE,
THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY.
THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS,
COVENANTS AND RESERVATIONS AS THOUGH THE PROVISIONS WERE RECITED AND
STIPULATED AT LENGTH HEREIN.

DEPT-01 RECORDING \$37.50
105555 1400 0130 06/17/92 13:58:00

44768 H 62-2-440086

COOK COUNTY RECORDER

which has the address of 7510 NORTH BELL, (Street)

CHICAGO, (City), Illinois 60645, (Zip Code)

(Property Address)

TOGETHER WITH all the improvements or hereafter erected on the property, and all easements, appurtenances, and
fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security
Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,
grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower
warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of
record.

ILLINOIS - Single Family
MB-284 Rev. 7/81 14884

UNOFFICIAL COPY

4. CHARGES; LENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to this property which may attach prior to or after the Security instrument, and shall hold payments of ground rents, if any. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; and any sums payable by Borrower to Lender in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage interest; third, to interest due; fourth, to principal due; and last, to any late

Landor shall apply the Escrow Funds to pay the Escrow Items when due. Landor shall give to Borrower an annual account listing of the Escrow Account, showing credits and debits to the Escrow Account and the purpose for which each debit from the Escrow Account was made. The Funds in the Escrow Account are pledged to Landor as additional security for all sums borrowed by this Security Instrument. Upon payment in full of all sums secured by this Security Instrument, Landor shall release to Borrower any Funds held by Landor. Such refund shall be made within 30 days of Borrower's payment of all sums secured by this Security Instrument. If, under paragraph 21, Landor shall be made within 30 days of Borrower's payment of all sums secured by this Security Instrument, Landor shall refund such amount held by Landor at the time of acquisition of title to the real property, less the sum paid by Borrower to Landor.

Leander shall annually analyze the Escrow Account to determine the adequacy of the monthly funds being collected for each Escrow item; at its option Leander may analyze the Escrow Account more frequently. Leander shall estimate the amount of funds needed in the Escrow Account, to pay future Escrow items when due, on the basis of: (i) current data; (ii) anticipated disbursements for each Escrow item; (iii) reasonable estimates of expenditures of future Escrow items; (iv) the time interval between disbursements; (v) each Escrow item; and (vi) the amount of funds in each Escrow item at the time Leander analyzes the Escrow Account. At any time Leander may notify the Escrow Account holder that Leander's estimate of funds needed in the Escrow Account to pay each Escrow item will not be sufficient to pay such Escrow item. At any time Leander may notify the Escrow Account holder that Leander's estimate of funds needed in the Escrow Account to pay each Escrow item is no more than 2 months beyond the date of the disbursement that the Funds in the Escrow Account have been disbursed. Borrower shall refund any such excess to Borrower within 30 days of the Escrow Account holder's notice to pay such excess. Each Escrow item shall be analyzed separately from all other Escrow items. At any time Leander may notify the Escrow Account holder that the Funds in the Escrow Account to pay each Escrow item exceed the amount of funds needed to pay such Escrow item when due, Leander shall refund the amount of funds needed to pay such Escrow item to the Escrow Account holder within 30 days of the Escrow Account holder's notice to pay such excess. Each Escrow item shall be analyzed separately from all other Escrow items. At any time Leander may notify the Escrow Account holder that the Funds in the Escrow Account to pay each Escrow item exceed the amount of funds needed to pay such Escrow item when due, Leander shall refund the amount of funds needed to pay such Escrow item to the Escrow Account holder within 30 days of the Escrow Account holder's notice to pay such excess.

2. FUNDS FOR TAXES AND INSURANCE: 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 Lender's estimate, as detailed below, as a deposit for taxes and assessments which may attach priority over this Security Instrument; (a) one-twelfth of each type of yearly taxes and assessments which may attach priority over this Security Instrument; (b) one-twelfth of yearly leasehold payments or ground rents on the Property, if any; (c) one-twelfth of the yearly insurance premiums; if any; (d) one-twelfth of the yearly mortgage insurance premiums, if any; and (e) one-twelfth of the yearly hazard or property insurance premiums; if any; (f) one-twelfth of the yearly taxes and assessments which may attach priority over this Security Instrument; (g) one-twelfth of any other item which are commonly paid by Borrowers to Lenders now or in the future, in connection with a general debt. The items described in (a) - (f) are called "Yearly Items".

1.1. PAYMENT OF PRINCIPAL AND INTEREST; PREPARATION 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

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. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the property is located.

UNOFFICIAL COPY

010074086

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of giving of notice.

5. HAZARD OF PROPERTY INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance, including floods or flooding, whether or not identified or existing at the time the loan is made. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

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

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

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

6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; LEASEHOLDS. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a household, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and paying fees for periodic inspections of the Property. In addition to these actions Lender may enter on the Property to make repairs, change locks, replace or board-up doors and windows, drain pipes, eliminate building code violations or dangerous conditions, turn utilities on or off, or undertake whatever else is necessary to protect the value of the Property and Lender's rights in the Property. Although Lender may take action under this paragraph 7, Lender does not have to do so.

UNOFFICIAL COPY

DPS 1845

Page 4 of 6

MS. A.9.64 REV. 7/81 14364

12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The co-signants and agreeements 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 coverants and agreements shall be joint and several. Any Borrower who so signs this Security Instrument but does not execute the Note: (a) is so obligating this Security Instrument only to modify, amend and convey this Note; (b) is not liable under this Note; and (c) is not liable under this Note.

shall not be a waiver of or preclude the exercise of any right or remedy.

Unless Lender and Borrower otherwise agrees 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; FORFEITURE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortization of any payment by the sums secured by this Security instrument granted to Lender to any successor to any interest of Borrower shall not operate to release the liability of Borrower or Barrower, successor or any other person from liability for payment of the amounts due under this Agreement.

14.8. **WARRANTY**: Landlord or its agent may make reasonable entries upon and inspectations of the Property. Landlord shall give Borrower notice at a time of or prior to an inspection specific reasonable cause for the inspection.

14.9. **CONDENMATION**: The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation of other than a part of the Property, or for conveyance in lieu of condemnation, are hereby assigned to the lessee.

ANY AMOUNTS disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. In addition, subject to applicable law, Borrower agrees to pay Lender interest at the Note rate on all

UNOFFICIAL COPY

020074086

13. LOAN CHARGES. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charges under the Note.

14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by personal delivery or by sending it by (i) first class mail postage prepaid, or (ii) prepaid overnight delivery service, or (iii) any similar common or private carrier or delivery method generally accepted in the locality where the Property is located, 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 postage prepaid 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. SEVERABILITY. 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 duplicate of the Note and of this Security Instrument.

17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in borrower is sold or transferred and borrower is not a natural 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 in (a) 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 title 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 incurred 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 interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan servicer") that collects monthly payments due under the Note and this 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 affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, 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.

UNOFFICIAL COPY

Opus 1647

8 10 9

My Commision Express:

Personal liability known to me to be the same person(s) who was named(s) subscriber(s) to the foregoing instrument - appears added to the day in person, and acknowledged that **TCEY** signed and delivered the said instrument as **THEIR** [redacted] and

hereby certify that ERNEST STAGG AND DOROTHY STAGG,
, a Notary Public in and for said county and state do

STATE OF ILLINOIS, COOK COUNTY, ss:

Permittee: —BENTONWATER **Permittee:** —BENTONWATER

924-CC835
BARNEST STAGG
Barney Staggs
-Barnester
(844)
DOROTHY STAGG
Dorothy Stagg
-Dorowow
(844)

BY SPREADING SLOWLY, Borrower accepts and agrees to this terms and conditions contained in this Security Instrument and in any other(s) executed by Borrower and recorded with it.

23. WAIVER OF HOMESTEAD. Borrower waives all right of homestead exemption in the Property.

24. RIDERS TO THIS SECURITY INSTRUMENT. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverages and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument, the coverages 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 Second-Month Rider
 Graduated Payment Rider Fixed-Rate Assumption Rider
 Planed Unit Development Rider 1-4 Family Rider
 Option Rider Second Home Rider
 Other (Specify) _____

21. ACCORDATION; REMEDIES. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any provision of agreement in this Security instrument (but not prior to acceleration following Borrower's breach of applicable law 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) that failure to cure the default 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 Borrower of the right to remit, foreclose by judicial proceeding and sale of the property. The notice shall further inform Borrower that acceleration of a default or any other default after acceleration and foreclosure of the property, if the default is not cured non-excitement of a default or any other default after acceleration and foreclosure. If the default is not cured non-excitement of a default or any other default after acceleration and the right to assert in the foreclosure proceeding that

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

UNOFFICIAL COPY

010074086

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 8TH day of JUNE , 1992 , 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:

7510 NORTH BELL, CHICAGO, ILLINOIS 60645
(Property Address)

324100846

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 goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including, replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security instrument. All of the foregoing together with the Property described in the Security instrument (or the household estate if the Security instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security instrument as the "Property".

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 8 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 8 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 Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

UNOFFICIAL COPY

OPS 1083

100000000 -
(1000) -

-BORTOWER

924-0085	X Ernest STAGG Barrie Attago S0011	-BORTOWER S0011	EARNEST STAGG Barrie Attago S0011
	X Dorothy STAGG Barrie Attago S0011	-BORTOWER S0011	

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

L. CROSSES-DEFALUT 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

Landlord, or Landlord's agents at a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower, however, Landlord, or Landlord's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any acceleration of Rents shall not cure or waive any default or invalidity, may do so at any time of Landlord's or receiver's convenience. This acceleration of Rents shall terminate when all the sums secured by the Security instruments are paid in full.

DARROWER, represented and advisedants that Darrower has not executed any prior assigment of the Rents and will not perform any act that would prevent Landor from exercising its rights under this paragraph.

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 Landlord for such purposes shall become liability of Borrower to Landlord as provided by the Deed.

UNOFFICIAL COPY

RIDER - LEGAL DESCRIPTION

PARCEL 1: THE EAST 20 FEET OF THE WEST 65.25 FEET TOGETHER WITH THE NORTH 12 FEET OF THE SOUTH 24 FEET OF THE WEST 24.92 FEET OF THE SOUTH 1/2 OF A TRACT DESCRIBED AS THE EAST 349 FEET OF THE WEST 1187 FEET OF LOT 2 IN PARTITION OF LOTS 1, 10 AND 11 IN ASSESSOR'S DIVISION OF PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 16425560, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office
92440086

11-30-307-143

THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED JUNE 8, 1992 A.D.

DPS 049

UNOFFICIAL COPY

Property of Cook County Clerk's Office
924-0086