

PREPARED BY:  
KAREN YOUNG  
CHICAGO, IL 60641

# UNOFFICIAL COPY



RECORD AND RETURN TO:

LASALLE NORTHWEST NATIONAL BANK  
4747 WEST IRVING PARK ROAD  
CHICAGO, ILLINOIS 60641

92444776

(Space Above This Line For Recording Data)

## MORTGAGE

314459-3

THIS MORTGAGE ("Security Instrument") is given on JUNE 8, 1992  
DONAT WADOLOWSKI  
AND EWA WADOLOWSKI, FKA EWA SZALKOWSKI, HIS WIFE

("Borrower"). This Security Instrument is given to  
LASALLE NORTHWEST NATIONAL BANK

DEPT-01 RECORDING \$35.50  
TRN 8176 06/18/92 15:21:00  
#5399 # 92-444776  
COOK COUNTY RECORDER

which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose address is 4747 WEST IRVING PARK ROAD

CHICAGO, ILLINOIS 60641 ("Lender"). Borrower owes Lender the principal sum of NINETY EIGHT THOUSAND TWO HUNDRED FIFTY AND 00/100

Dollars (U.S. \$ 98,250.00). 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 JUNE 1, 2022. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 3 IN WALTER'S RESUBDIVISION OF LOTS 63 TO 83 IN BLOCK 3 IN ELECTRIC PARK SUBDIVISION IN THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-24-314-035

which has the address of 2864 WEST HENDERSON STREET, CHICAGO  
Illinois 60618 ("Property Address");

Zip Code

Street, City

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

1310-BR(JL) 01011

VMP MORTGAGE FORMS - (319)293-8100 • (800)521-7291

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Form 3014 D/00

Initials: DW

EW

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E.U.

MC  
Form 3014 9/80  
DPS 1080

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more of the sections set forth above within 10 days of the giving of notice. This Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the following actions if Lender determines that any part of the Property is subject to a lien which may attach priority over any other claim of the lien, or (c) securities from the holder of the lien and Lender's right to Lender's interest in the lien which may attach priority over the lien to Lender's interest in the lien by, or demands sufficient enforcement of the lien in, legal proceedings which in the Lender's opinion (b) conveys in good faith the lien warranting to the payment of the amount of the obligation over which has priority over this Security Interest (a) agrees in

Borrower shall promptly discharge any lien which has priority over this Security Interest unless Borrower: (a) agrees in

(f) Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments, to the person owed payment, Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph, these obligations in the manner provided in paragraph 2, after not paid in that manner, Borrower shall pay them on time directly which may attach priority over this Security Instrument, and Lender held pay rents, if any, Borrower shall pay

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

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

1 and 2 shall be applied: First, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

3. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under paragraph

this Security Instrument.

Funds held by Lender shall apply any Funds held by Lender at the time of acquisition of title as credit against the sum secured by of the Property, shall acquire or sell the Property, Lender, prior to the acquisition of title

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender shall promptly refund to Borrower any

Upon payment in full of all sums secured by this Security Instrument, Lender shall account to Borrower

utive monthly payments, at Lender's sole discretion.

If the Funds were made, the amount necessary to make up the deficiency in no more than shall pay to Lender the amount necessary to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower

time is not sufficient to pay the Escrow items when due, Lender shall agree to pay the Funds held by Lender at any

for the excess Funds in accordance with the requirements of application 2, if, if the amount of the Funds held by Lender

(f) the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

debt to the Funds are pledged as additional security for all sums secured by this Security Instrument.

whether charge, in annual 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 requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds,

held by Lender 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 its independent real estate tax reporting service

verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applying law permits Lender to make such

Escrow items, Lender may not charge Borrower for holding the Funds, unusually delaying the escrow account, or

(including Lender, if Lender is succeeded in its function) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future

sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974 is succeeded from time to time, 12 U.S.C. Section 260 et seq. ("RPSA"), unless another law shall applies to the Funds

related mortgagor to a may require Lender's account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, These items are

if any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

and assessments which may attach or property insurance premiums; (d) yearly flood insurance premiums,

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (b) yearly leasehold premiums

Lender 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 Charge, Borrower shall promptly pay when due the C

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

variations by justiciable a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-national covenants with limited

and will define generally the title to the Property against all claims and demands, subject to any encumbrance of record.

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower waives

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

mortgage. All of the foregoing is referred to in this Security instrument as the "Property".

fixtures now or hereafter a part of the property. All replacement and additions shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

**5. Hazard or 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, including floods or flooding, 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. 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.

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

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

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 13, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enfore laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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DPS 1002

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Form 301A  
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16. Borrower's Copy. Borrower shall be given one conforming copy of this Note and of this Security Instrument.

15. Governing Law. This Security Instrument shall be governed by federal law and the law of the state in which the property is located. In the event that any provision of this Security Instrument or the Note which can be construed without affecting the validity of the Note, such conflict shall not affect other provisions of this Security Instrument until the Note is terminated.

14. Notarized. Any notice to Borrower provided for in this Security Instrument shall be provided by Notary Public.

13. Security Interest. Lender is granted a security interest in all personal property of Borrower, Any notice provided for in this Lender's address set forth herein or any other address designated by Borrower. Any notice given by Lender to Borrower concerning any other matter shall be given by first class mail to

12. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by registered mail to the property owner during the period of nonpayment.

11. Payment of Note. If a principal payment is made to the property owner during the period of nonpayment, the note shall be paid to Lender.

10. Payment of Note. If a principal payment is made to the property owner during the period of nonpayment, the note shall be paid to Lender.

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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, by the option of require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

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

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

22. 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.

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

DPS 1083  
Form 3014-D/DC

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DPS 1094



My Commission Expires:

Given under my hand and official seal, this 8 day of November, 1993  
free and voluntarily act, for the uses and purposes herein set forth  
me this day in person, and acknowledge that the said instrument is THEIR  
personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before  
notary public in and for said

DONAT WADOLOWSKI AND EWA WADOLOWSKI, FKA EWA SZALKOWSKI, HIS WIFE  
goutly and atate do hereby certify that

STATE OF ILLINOIS, COOK  
I, DONALD WADOLOWSKI,

County of

Borrower  
(Signature)

Borrower  
(Signature)

Borrower  
(Signature)

Witnesses

EWA WADOLOWSKI

K. E. WADOLOWSKI

Witnesses

Borrower  
(Signature)

DONAT WADOLOWSKI

K. E. WADOLOWSKI

Witnesses

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security Instrument and  
in any addenda executed by Borrower and recorded with it.

- |  |  |   |   |   |   |  |   |
|--|--|---|---|---|---|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider       | <input type="checkbox"/> Graduate Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Shared Home Rider | <input type="checkbox"/> Other(s) (Specify) |
| <input type="checkbox"/> V.A. Rider            | <input type="checkbox"/> Dallison Rider    | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Graduate Payment Rider | <input type="checkbox"/> Shared Home Rider              | <input type="checkbox"/> Other(s) (Specify)     | <input type="checkbox"/> V.A. Rider        | <input type="checkbox"/>                    |

Check applicable box(es)

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.

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## 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 LASALLE NORTHWEST NATIONAL BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2864 WEST HENDERSON STREET, CHICAGO, ILLINOIS 60618  
(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 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 leasehold 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 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 Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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DPS 1083

*Journal of Health Politics, Policy and Law*, Vol. 33, No. 3, June 2008  
DOI 10.1215/03616878-33-3 © 2008 by The University of Chicago

**100000000 -**

-BATTERIES  
-CIGARETTES

-BOTTOWER

-Borrower  
(Name) —

ERWA WADLOWSKI

**DONAT WADOLOWSKI**

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS 1-A FAMILY RIDEA.

1. **CROSS-DEFENSIVE PROVISION.** Borrower's liability 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.

Landlord, or Landlord's agents or a fiduciary 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, Landlords' agents or a fiduciary appointed receiver, may do so at any time when a default occurs. Any application of Rentas shall not cure or waive any default or invalidate any other right, or remedy of Landlord. This assignment of Rentas of the Property shall formalinate when all the sums secured by the Security Instruments are paid in full.

11. The Remis of the Property are not sufficient to cover the costs of selling control of and managing the Property and of collecting the Rent's and funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.