

# UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... July 25.....  
1992....The mortgagor is, Bonifacio, Garcia, spouse of, Rosa, Martha, Garcia and.....  
Rosa, Martha, Garcia, spouse of, Bonifacio, Garcia.....  
("Borrower"). This Security Instrument is given to Central Federal Savings and Loan Association, which is organized and  
existing under the laws of the United States of America, whose address is 5933 Cermak Road, Cicero, Illinois (Lender").  
Borrower owes Lender the principal sum of .Forty-four thousand and .00/100.....  
..... Dollars (U.S. \$ .44,000.00....). This debt is evidenced by Borrower's note  
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not  
paid earlier, due and payable on ..... September 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:

LOTS 71 AND 72 IN BLOCK 8 IN JACKSON'S SUBDIVISION OF BLOCKS 7 AND 8  
IN HAMBLETON'S SUBDIVISION OF THE EAST 1/4 OF THE NORTH WEST 1/4 OF  
SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-35-128-001 (LOT 72) AND 13-35-128-002 (LOT 71)

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which has the address of ..... 3655, W., McLean..... Chicago.....  
[Street] [City]

Illinois ..... 60647 ..... ("Property Address");  
[Zip Code]

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited  
variations by jurisdiction to constitute a uniform security instrument covering real property.

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**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))

- Adjustable Rate Rider       Condominium Rider       Assignment of Rents Rider  
 Graduated Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       1-4 Family Rider       Second Home Rider  
 Other(s) [specify] \_\_\_\_\_

**BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed and recorded with it.**

*Bonifacio Garcia* ..... (Seal)  
Bonifacio Garcia --Borrower

Rosa Martha Garcia.....(Seal)  
Rosa Martha Garcia - Borrower

.....(Seal).....(Seal)  
.....(Seal).....(Seal)  
.....(Seal).....(Seal)

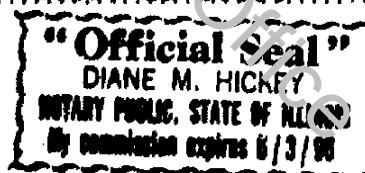
Social Security Number xxxxxxxxxxxxxx Social Security Number xxxxxxxxxxxxxx  
Witness: Ann S. Tolson ..... Witness: Tina C. Johnson .....  
STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
Bonifacio Garcia.....the spouse of ..Rosa Martha Garcia.....  
and ..Rosa Martha Garcia.....the spouse of ..Bonifacio Garcia.....  
personally known to me to be the same person(s) whose name(s) .....ARE.....  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that ..they.....  
signed, sealed and delivered the said Instrument as ..the I..... free and voluntary act, for the uses and purposes therein  
set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 25th day of July 1992.

*Mar 22*  
This document prepared by: Martha Hoyorka  
Attorney at Law  
Central Federal Savings and Loan Association  
5953 W. Cermak Road  
Cicero IL 60650

July ..... 19. 92 .....  
*Diane K. Hickey*  
Diane K. Notary Public Hickey  
My commission Expires: 6/3/96 .....  
Return to Recorder's Box No. 188 .....  
or Return To: 5953 W. Cermak Road .....  
Cicero IL 60650



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

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale 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 this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the 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 the giving of notice.

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.

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8. Mortgagor's liability. If Lender requires mortgagor to pay the premium it incurs as a condition of making a loan secured by this security instrument, Mortgagor shall pay the premium required to maintain insurance to cover the premium paid by Lender unless, Mortgagor pays the premium required to maintain insurance to cover the premium paid by Lender; until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

7. Protection of Lender's Rights in the Property. If anyone were really to pervert the covenaunts and agreements contained in this Deed, or there is a legal proceeding that may ultimately affect Lender's rights in the Property to unique repairs, although Lender may take action under this paragraph, fees and costs incurred in the Property to unique repairs, although Lender may take action under this paragraph, fees and costs incurred by a lessor which has priority over it, security instruments, appendages in court, paying reasonable attorney fees and costs incurred by a lessor which has priority over it, security instruments, appendages in court, actions may include paying any sum secured by a lessor which has priority over it, security instruments, appendages in court, may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender, a may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender, a

Leaseholders, Borrower shall acquire, occupy, maintain and protect the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to do so until the date of occupancy the Property is Borrower's principal residence for at least one year. Unless Landlord otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control, Borrower shall not desert, damage or impair the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action of proceeding, whether civil or criminal, is begun that is Landlord's good faith judgment could result in forfeiture of the Property, or otherwise materially impair the lease created by this Security instrument or Landlord's security interest. Borrower may good faith impairment of the Property or other material impairment, as provided in Paragraph 18, by causing the action or in the claim made with a resulting that, in Landlord's opinion, creates a substantial risk of loss to Landlord's security interest in the Property or other material impairment of the Property, or if Landlord's security interest in the Property is otherwise impaired by reason of any cause which, in Landlord's opinion, creates a substantial risk of loss to Landlord's security interest.

Chances determine that otherwise otherwise agree in writing, any application of proceeds to principal shall not exceed of possible the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments if under paragraph 2 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds from damage to the equipment prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument prior to the acquisition.

of the Property damaged, if the restoration or repair is economically feasible and Londoner's security is not lessened. If the restoration or repair is not feasible in writing, insurance proceeds shall be applied to repair or replacement of the Property and Borrower or owner will be liable for the amount of the insurance proceeds received by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

All insurable policies and renewals shall be specificable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals until paid in full or until the event of loss, Borrows shall give notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

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23. Whether or if Borrower waives all right of homestead exemption in the Property.

Instruments without charge to Borrower, Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument provided that the notice of acceleration incurred in purasing the instrument in full

by judicial proceeding, Lender shall be entitled to collect all expenses incurred in the instrument in full

of all sums secured by this Security Instrument without further demand and may recover the same from the instrument in full

in not cured on or before the date specified in the notice of acceleration and notice of non-payment, if the default resulting

from the instrument is not cured by due diligence, Lender at his option may require immediate payment in full

of the same received by due diligence, Lender to accelerate after acceleration by due diligence to recover the instrument in full

he cured; and (d) that failure to cure the default on or before the date specified in the notice of non-payment, if the default

arising from the instrument is given to Borrower, by which the default must

default; (e) a date, not less than 30 days from the date given to Borrower, (b) the certain required to cure the

instrument or agreement to provide otherwise). The notice shall under paragraph 17

be given to any holder of the instrument (but not prior to acceleration following Borrower's

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

that relate to itself, solely or entirely of environmental protection.

used in this paragraph 20, "Environmental Law," means federal laws and laws of any jurisdiction where the property is located

by Environmental Law and the following subsections: Pollution, Karochemicals, other Unintended products, toxic

permitted and prohibited, volatile organic compounds; gasoline, aromatic hydrocarbons, and radioactive materials. As

Borrower shall promptly take all necessary remedial action in accordance with Environmental Law.

regulatory authority, itself any removal of other remediation of any hazardous substance affecting the property in necessary,

environmental law of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or

any government or regulatory agency of private party to violating the property and any hazardous substance

of any kind present or any investigation such as to do, including removal by

any hazardous substance on or in the property, Borrower shall not do, nor allow anyone else to do, anything

to normal remedial work and to mitigate of the property.

use, or storage on the property of small quantities of hazardous substances that are generally recognized to be subparagraphs

the property that is violations of any Environmental Law. The preceding two subsections shall not apply to the property,

of any hazardous substance on or in the property, including removal by

laboratory analysis and the new loan service and the address to which payments should be made.

The notice will state the name and address of the new loan service and the address to which payments should be made.

Service, Borrower will be given written notice of the change in accordance with paragraph 14 of the loan

also may be one or more changes of the loan service unrelated to a note of the note. If there is a change of the loan

(known as the "loan service"), that affect property due under the note and this security instrument. There

latter will be told one or more times without prior notice to Borrower, a rate may result in a change in the early

paragraph 19. Sales or a loan service, change of loan service, the note or a partial interest in the note (together with this security

right to terminate shall not apply in the case of acceleration under paragraph 17.

arunments and the obligation hereby shall remain fully effective as if no acceleration had occurred. However, this

the notice need be given Security instrument shall continue by Borrower, this security in-

require to receive the loan of this Security instrument, Lender's rights in the property and Borrower's obligation to pay

instruments, including, but not limited to, reasonable attorney fees; and (d) make such action as Lender may reasonably

accorded; (e) cure any default of any other covenant or agreement; (f) pay all expenses incurred in collecting this security

(a) pay Lender all sums which he due under this security instrument and the note as if no acceleration had

security instrument or (b) entry of a judgment against the security instrument. Those conditions are that Borrower

is applicable law may specify for acceleration) before notice to the property pursuant to any power of sale contained in this

acceleration of this security instrument dictated certain conditions, Borrower shall have the right to have

any remedies permitted by this security instrument without notice or demand on Borrower.

by this security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke

of six days than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums required

if Lender exercises this option, Lender shall give Borrower notice of acceleration, the notice shall provide a period

law as of the date of this security instrument.

accrued by this security instrument, however, this option shall not be exercisable by Lender if exercise is prohibited by federal

or state law. Under a prior written consent, Lender may, at its option, require immediate payment in full of all sums

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**9.** **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property 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. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, 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 condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**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 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 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 repayment 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 applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this 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

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1001 DAF (Vivarium A) (Form 1001-3000)  
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Form 3178 1980 (Page 1 of 2 pages)

FORM 3178

MULTISTATE 1-A FAMILY RIDER-PARTIAL SECURITY INSTRUMENT FORM 3178

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 the Property are payable, Borrower authorizes Lender to collect  
the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's assignee. However,  
Borrower shall receive the Rents until (i) Lender has given notice to the Rents are to be paid to Lender or  
the Security instrument and (ii) Lender has given notice to the Rents (a) that the Rents are to be paid to Lender or  
Lender's assignee. This Rider is a rider to the Security instrument for additional security only.

I. THIS PARAGRAPH G, the word "lease," shall mean "sublease." If the Security instrument is on a leasehold,  
right to modify, extend or terminate the existing lease and to account new leases, in Lender's sole discretion. A use  
and all security deposit made in connection with leases of the Property. Upon the assignment, Lender shall have the  
right to modify, extend or terminate the existing lease and to account new leases, in Lender's sole discretion.

J. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender for its basis of the Property  
agreement set forth in Uniform Covenant 6 shall remain in effect.

K. 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 provisions and

L. SECURITY AGREEMENT. Lender shall make a copy of this Rider to the lessee in writing.

M. SECURITY INSURANCE. Except as permitted by federal law, Borrower shall not allow any lien inferior to  
the Security instrument to be perfected against the Property while Lender's prior written permission

N. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to  
the Security instrument to be placed against the Property while Lender's prior written permission

O. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not 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 government body applicable to the Property.

P. SECURITY RIDER. In addition to the following provisions, unless Lender has agreed in writing to the change,  
the Security Rider is attached to the Security instrument. All other provisions of the Security instrument shall remain in effect.

Q. SECURITY AGREEMENT. Lender shall make a copy of this Rider to the lessee in writing.

R. SECURITY COVENANTS. In addition to the covenants and agreements made in the Security instrument, Borrower  
and Lender, where convenient and agree as follows:

(Property Address)

3655 W. MCLAREN, CHICAGO, IL 60647

S. SECURITY 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 purpose of supplying or distributing heating, cooling, electrically, 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, mirrors, pictures, paneling and windows,  
automobiles, bicycles, shades, curtains and curtain rods, attached mirrors, catchets, paneling, screen windows,  
coverings now or hereafter attached to the Property, all of which, including replacement glass, thereto, shall  
be deemed to be and remain a part of the Security instrument. All of the foregoing together  
with the Property described in the Security instrument (or the leasehold estate in the Security instrument is on a leasehold)

T. 1-A FAMILY RIDER IS MADE THIS 25<sup>th</sup> day of July, 1992  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed  
and is given to the same date and place given by the undesignated (the "Borrower") to secure Borrower's Note to  
GENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender")

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION

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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 the 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 entitled 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 Covenant 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 Lender's agents or 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, 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 remedy 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.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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

*Bonifacio Garcia* ..... (Seal)  
Bonifacio Garcia ..... Borrower

*Rose Martha Garcia* ..... (Seal)  
ROSE Martha Garcia ..... Borrower

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