RECORD & RETURN TO:

WM. GLOCK & COMPANY INC.

WM. BLOCK & CO., INC. 254 MARKET SQUARE LAKE FOREST, IL 60045

92614672

THIS DOCUMENT PREPARED BY: VIVIAN PEARSON FOR WM. BLOCK & COMPANY INC.

LOAN # 527549

I Space Above This Line For Recording Date I

MORTGAGE

THIS MORTGAGE. ("L'ecurity Instrument") is given on AUGUST 13 19 92 . The mortgacor in LEO R. ROTH AND JANIS R. ROTH, HUSBAND AND WIFE

("Borrower"). This Security (netroment is given to WM. BLOCK & CO., INC.

ITS SUCCESSORS AND, OR ASSIGNS

which is organized and existing under the laws of THE STATE OF ILLINOIS

254 MARKET SQUARE

LAKE FOREST, IL 60045

Borrower owes Lender the principal sum of JATETY-THREE THOUSAND AND 00/100

, and whose address is

("Lander").

Dollars (U.S. 8 93,000.00). This debt is evidenced by Borrower's note deted 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 dribt evidenced by the Note, with interior, 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 (a) the performance of Borrower's covenants and agreements under this Security Ir str. ment and the Note. For this purpose, Borrower does hereby mortgage, grant, and convey to Lander the following described property located in COOK County, Illinois:

LOT 31 IN BLOCK 8 IN B. PINKERT AND SON'S 22MD STREET SUBDIVISION IN SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, 87ST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. J. Coxxso

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92614672

92614672

PIN # 16-20-332-008

which has the address of 2121 S. HARVEY AVE.

BERWYN

(City)

60402 Illinois

[Zip Code]

("Property Address");

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 setate hareby 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 ancumbrances of record.

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

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

FORM 3014 9/80 (page 1 of 5 pages)

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ILLINOIS - Single Family .-

is (noisemplik leisestruge par virie interest in the properties of the provide bender with environmental in the Security (natrument or Lender's security interest. Borrower shall also be in datault if Borrower, during the loan application proof determination, precludes forfeiture of the Borrower's interest in the Property or other meterial impairment of the lien created by this reinstate, as provided in paragraph 18, by causing the sotion or proceeding to be dismissed with a ruling that, in Lender's good faith meterially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cute such a default and ing, whether civil or criminal, is begun that in Lander's good feith judgement could result in forfeiture of the Property or alherwise efter the date of occupenct, unless Lender otherwise agrees in writing, which consent shall not be unresconebly withheld, or uniteracting circumstances axist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the moperty, allow the Property. Borrower shall be in default if any forfaiture action or proceedablew the Property. tion of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execu-

6. Occupancy, Preservation, Maintenance and Protection of Property; Borrower's Loan Application; Legenhold dietely prior to the acquisition.

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

Security Instrument, whether or not at the due. The 30-day period will begin when the notice is given. may collect the insurance proceeds. Lender may use the proceeds to repair or restors the Property or to pay sums secured by this erty, or does not enewer within 30 days a notice from Lender that the ineurance carrier has offered to settle a t sim, then Lender secured by this Security Instrument, whether or not then due, with eny excess paid to Borrower. If Borrower abandons the Proprepair is not economically feasible or Lender's eccurity would be lessened, the insurence proceeds shall be epilied to the sume

Property demaged, if the restoration or repair is economically feasible and Lender's security is not lesser ed. If the restoration or Unless Lander and Borrower otherwise agree in writing, insurence processes shall be applied to retoration or repair of the

Lender may make proof of less if not made promptly by Borrower. paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to an unuence carrier and Lander. shall have the right to hold the policies and renewals. If Lender requires, Borrowsr shall pront to Lander all rece

All insurance policies and renewals shall be acceptable to Lender and shall include a star dard mortgage clause. Lender . T rigargared rithy constructs in Viceord and his studies with paragraph 7.

be unreasonably withheld. If Borrower fails to maintain coverage described above, Le tde may, at Lender's option, obtain coverrequires. The ineurence certier providing the ineurence shell be chosen by Borrower which to Lender's approval which shell not flooding, for which Lender requires insurance. This insurance shall be maintended in the amounts and for the periods that Lender ty insured against loss by fire, hazerds included within the term "extended co letter" and any other bazerds, knokuding floods or

Borrower shall keep the improvements now existing or hereafter erected on the Proper-Hexard or Property Insurance.

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strument. If Lender determines that any part of the Property is subject to a fear which may attein priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower this field one or take one or more of the actions set the lien; or (c) secures from the holder of the lion an agreement eath factory to Lender subordinating the tien to this Security Inor defends against and order of the lies in, is legal proceeding a which are Lendar's opinion operate to prevent the enforcement Witing to the permission of the policy of the man are made and the permission of the permission and the permission of th Borrower shall promptly discherge any tien which five plority over this Security Instrument unless Borrower; (s) agrees in

rower makes these payments directly, Borrower shall promitly furnish to Lender receipta evidencing the payments. person owed payment, Borrower shall promptly furnich to leader all notices of amounts to be paid under this paragraph. If Borobligations in the memory period in peregraph 2,117, and had in that manner, Borrower shall pay them on time directly to the which may attain priority over this Security (natrurier t, and leasahold payments or ground rents, if eny. Borrower shall pay these

4. Charges: Liene. Borrower shall pay all axes, saxesments, charges, fines end impositions attributable to the Property to interest due; fourth, to principal due; at dile it, to any late charges due under the Note.

1 and 2 shell be applied: first, to any propeyment charges due under the Note; second, to amounts payeble under paragraph 2; third, United applicable law provides otherwise, all payments received by Lender under paragraphs 3. Application of Payments.

natrument. erty, shell apply any Funde held by Le, det elithe time of acquisition or sale se a credit against the smue secured by this Security

hold by Lander, it, under paragram 121, Lander shall acquire or self the Property, Lander, prior to the acquisition or sale of the Prop-Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Bostower any Funds

ments, et Lender's sole discretion, Lender the amount ne east of the the deficiency. Borrower shell make up the deficiency in no more than tweive monthly paysufficient to pay the coors (tems when due, Lender may so notify Borrower in writing, and, in such case Borrower shell pay to the excess Funds it ansordance with the requirements of applicable law. If the amount of Funds haid by Lender at any time is not

If the Funda hald by Lender exceed the emounts permitted to be held by applicable law, Lender shall account to Borrower for

additional secu ity for all sums secured by this Security Instrument. showing ore the capits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as ever, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual eccounting of the Funds. Lender shalf not be required to pay Borrower any interact or earnings on the Funds. Borrower and Lander may agree in writing, howthis longes applicable law provides otherwise. Unless an agreement is made or an applicable kaw requires interest to be paid, require Sotrower to pay a one-time of an elebendent real setate tax reporting service used by Lender in cormection with unless Lender pays Borrower interest on the Funds and applicable lew permits Lender to make such a charge. However, Lender may Lender may not charge for holding and applying the Funds, annually analyzing the escrow eccount, or verifying the Escrow Items, Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lander shall apply the Funds to pay the Escrow Items

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity finchuding ourrent data and reasonable setimates of expenditures of future Esora to amento in contenues in social applicable law collect and hold Funds in amount not to exceed the lesser empurit. Lender may estimate the amount of Funds due on the besis of U. S. C. 2601 et seq. ("RESPA"), uniess snother law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, for Borrower's escrow account under federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 to a food in the raing the part to execut the raing a support of the raing and the raing and the raing a support of the raing and graph B, in lieu of the payment of mortgage insurance premiume. These items are called "Escrow Items." Lander may, at any time, mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of pararents on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; yearly ments which may attain priority over this Security Instrument; as a lien on the Property; (b) yearly lessehold payments or ground on the day monthly paymonts are due under the Note, until the Note is paid in full, a sur ("Funda") for: (a) yearly taxes and a

2. Funds for Texas and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender nd interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shell prempthy pay when due the princ UNIFORM COVENANTS. Bostower and Lander covenant and agree as follows:

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connection with the loan evidenced by the Note, including, but not limited to, repre ntetions concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrumnet is on a lesschold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the title fee shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a procesding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lander 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 beer interest from the date of disburse-

ment at the Note rate and shall be payable, with interest, upon notice from Lendar 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 Lander Ispace or osesse 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 the 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. Borrowsr shall pay to Lendar each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or cessed to be in effect. Lender will accept, use and retain these payments as a local reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lendar, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss eerve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lendar or applicable law.

9. Inspection. Leader or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Bor-

rower notice at the time of wavier to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The ployeeds 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

In the event of a total taking of an Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess pad to Borrower. In the event of a partial taking of the Property, unless Borrower and Lander 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 bringe shall be paid to Borrower.

If the Property is abandoned by Borrower, or it, 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 hander within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to interaction 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 writin , an rapplication 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; Forbearence By Lender Not (Wiver. Extension of the time for payment or modification of amortization of the sume secured by this Security Instrument granted by I ander 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 ur otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by the original Borrower of Forrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the sercise of any right or remedy.

The covenants and agreements of this Security In-12. Successors and Assigns Bound; Joint and Several Liability; Co-eigners. strument shall bind and benefit the successors and assigns of Lander and Borrowit, subject to the provisions of paragraph 17. Borrower's covenents 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, grent and convey that Dirrower'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 account nocations with regard to the terms of

this Security Instrument or the Note without that Borrower's consent. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, 13. Loan Charges. and that law is finally interpreted so that the interest or other loan charges collected or to be collecter 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 Porrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing 14. Notices. it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proporty 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 peragraph.

This Security Instrument shall be governed by federal law and the law of the jurisdiction in 15. Gaverning Lew: Severability. 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 conflict-

ing 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 Instument. If all or any part of the Property or any interest in it is sold 17. Transfer of the Property or a Beneficial Interest in Borrower. or transferred (or if a baneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lander'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, Lander 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.

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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 apacitly 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: (e) pays Lander all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) curse any default of any other covenents or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, receonable attorneys' fees; and (d) takes such action as Lander 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 same 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 the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security (natrument. 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 Service, 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 naw Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by ap-

plicable 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 qur nit is of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower et all promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory ligency 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 Marardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance visit. Environmental Law.

As used in this paragreph 10, "Hazardous Substraces" are those defined as toxic or hazardous substances by Environmental Law and the following substances: gesoline kerosens, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing sebestics or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and it was of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender that give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrum. 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 district must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration or the security linearument, 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 (r am) other defence of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice. Londer 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, the not lender shall be entitled to collect all expenses incurred in pursuing the reme lies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title avidence.
- 22. Release. Upon payment of all sums secured by this Security in trument, 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 homester! exemption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are execut of by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incompared 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(ss)]

Adjustable Rate Rider	Condominium Rider	1- 4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	☐ ☐ B weekly Payment Rider
Belloon Rider	Rete Improvement Rider	Stuord Home Rider
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BY SIGNING BELQW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Carry Ava	sela	Was El St	10 - 10
000000000000000000000000000000000000000		LEO R. ROTH	(Seal) -Borrower
		Sociel Security Number 345-48-5791	
		Junes R Poth	(Seal)
		JANIS R. ROTH	-Borrower
		Spoiel Security Nurriber 350-40-2247	
200	Sugar Brigger 1	This Line For Acknowledgment	
STATE OF ILLINOIS,	0x C	sal county so:	
" the wa	disigned	, a Notary Public in and for said county	and state,
do hereby certify that	LEO R RO	TH AND JANIS R. ROTH, HUSBAND	& WIFE
	, personally knc w	n to me to be the same person(s) whose name(s)	ARE
subscribed to the foregoing instr	ument, appeared before me	s tills clay in person, and acknowledged that	The_Y_
signed and delivered the seid inst	trument as THEIR	for and voluntary act, for the uses and purpo	ees therein
set forth.		17/1_	
Given under my hand and o	official scal, this	3 day of ling .19	92
My Commission expires:		Barre article	
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LOAM NO. 527549

THIS 1-4 FAMILY RIDER is made this 13 PH day of AUGUST

. 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

WM. BLOCK & CO., INC.,

ITS SUCCESSORS OR ASSIGNS

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

2121 S. HARVEY AVE. BERWYN, IL 60402

[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. Including 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, plumbir g, but tube, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm vindows, storm doors, screens, blinds, ahades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain 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 the change 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 ty federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Levil and Property without Levil and
- D. RENT LOSS INSURANCE. Borrower shall maintain ir arrance 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, Leaver shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As us all 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, re gardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and with the each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents will (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice at 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.

MULTISTATE 1-4 FAMILY RIDER - Fennie Mae/Freddie Mee Uniform Instrument Berking Forms Supply Co., krd. (800) 440-8855 Form 3170 9/90 LIFT #3170 1/91



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be held by Borrower as trustee for the If Lender gives notice of bro 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 Socurity Instrument are poid in full.

I. CROSS-DEFAUL ? 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.

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

The B. F. H.	(Cant)
LEO R. ROTH	-Borrower
JANIS R. ROTH	(Scal) -Sorrower
	(Seal) -Borrower
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