RECORD & RETURN TO:

WIN, BLOCK & COMPANY INC.

The transfer of the state LAND MARKET DAKE FURLUT, 1492 01/1/20 AM 11: 24

92617468

92617468

.. [Space Above This Line For Recording Data] .

LOAN # 559916

MORTGAGE

THIS MORTGA (Security Instrument") is given on AUGUST 13 92 . The mortgapor is LEO R. ROTH AND JAMIS R. ROTH, HUSBAND AND WIFE

("Borrower"). This Security incomment is given to WM. BLOCK & CO., INC. ITS SUCCESSORS ON LASSIGNS

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

, and whose address is

254 MARKET SQUARE

LAKE FOREST, IL 60045
Borrower owee Lender the principal sum of 87,774-TWO THOUSAND AND 00/100

("Lender").

Dollare (U.S. # 62,000.00). This debt is evidenced by Borrower's note deted the same date as this Security Instrument ("Note"), which provides for monthly psyments, with the full debt, if not paid earlier, due and psy-. This Security instrument secures to Lender: able on SEPTEMBER 1, 2007 (e) the repayment of the debt evidenced by the Note, with intreet, and all renewale, 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 covenante and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant, and convey to Lender the following described proper v located in County, Illinois:

LOT 13 IN E. A. CUMMINGS AND COMPANY SECOND ADDITION TO WARREN PARK, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 MC2TH, RANGE 13, BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 16-20-422-030 which has the address of 1924 S. 57TH AVB.

CICERO

(City)

60650

("Property Address");

(Zio Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all secements, appurtenences, 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."

SORROWER COVENANTS that Borrower is lawfully solved 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 veriations by jurisdiction to constitute a uniform security instrument covering real property.

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

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

R 0 1 2 8 4 2

2007 医皮肤缺乏

Property or Coot County Clerk's Office

A AND THE PROPERTY OF THE PARTY OF THE PARTY

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. Funde for Texes and Insurance. Subject to applicable law or to a written welver 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 ("Funde") for; (a) yearly texes and assessments which may attain priority over this Security Instrument; as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; yearly mortgage insurance premiums, and (f) any sume payable by Borrower to Lander, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lander 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 federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U. S. C. 2601 at seq. ("RESPA"), unless another law that applies to the Funde sets a leaser amount. If so, Lander may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lander may estimate the amount of Funds due on the basis of current date and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funda 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 Funda to pay the Ecorow Items. Lender may not charge for holding and applying the Funda, annually analyzing the ecorow account, or verifying the Ecorow Items, unless Lender pays Borrower interest on the Funda 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 comnection with this loan, unless applicable law provides otherwise. Unless an agreement is made or an applicable law requires interest to be paid, Lender shall not his required to pay Borrower any interest or earnings on the Funda. Borrower and Lender may agree in writing, however, that interest small be paid on the Funda. Lender shall give to Borrower, without charge, an annual accounting of the Funda, showing oradits and debits to the Funda and the purpose for which each debit to the Funda was made. The Funda are pledged as additional security for all rums secured by this Security Instrument.

If the Funds held by ender exceed the emounts 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 emount of Funds held by Lender at any time is not sufficient to pay the Escrow to any when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to more 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-sume secured by this Security Instrument, Lender shall promptly refund to Borrower any Funda held by Lender. If, under paragraph 21, Lender shall sequire or sell the Property, Lender, prior to the sequisition or sale of the Property, shall apply any Funda held by Lende. at the time of sequisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless a plicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment of a nee 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, ar resements, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and insechoid 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 Ler Jer at 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 prior ty over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a mann x exceptable to Lender; (b) contests in good faith the lien by or defends against enforcement of the lien in, legal proceedings which '.' ". Lander's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactor x to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a fer which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shell receiving the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Heard or Property Insurance. Borrower shall keep the improvements now relating 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 shownts 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 scoeptable to Lander and shall include a standar I mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lander all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lander. Lender may make proof of loss if not made promptly by Borrower.

Unless Lander and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property demaged, if the restoration or repair is economically feasible and Lander's security is not lessened. If the estoration or repair is not economically feasible or Lander'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 shall one the Property, or does not enswer within 30 days a notice from Lander that the insurance carrier has offered to settle a claim, then Lander 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 19 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 Property; Borrowar's Loan Application; Lesseholds.

Borrower's half 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 occupanct, 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 judgement 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 ours such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, procludes 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 injersest. 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

initials MAR

1

Property of Coot County Clert's Office

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 lessafiold, Borrower shall comply with all the provisions of the lessafi. If Borrower sequires fee title to the Property, the lessafield and the title fee shall not merge unless Lander agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage insurance. If Borrower falls to perform the coverants 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 to enforce lews or regulations), then Lender may do and pay for whatever is necessary to protect the veigle 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 resconable attorneys' less 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 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 resear, the mortgage insurance coverage required by Lender lapses or cases 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 insurance by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender such month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or caseed to be in effect. Lender will accept, use and retain these payments as a lor reverse in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurance in effect, or to provide a loss comes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss comes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss comes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss comes available and is comediated to maintain mortgage insurance in effect, or to provide a loss comes available and is comediated to maintain mortgage insurance in effect and Lender or applicable law.

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

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

10. Condemnation. The precede 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 Keu 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 excellent to Borrower. In the event of a partial taking of the Property, 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 helence shall be paid to Borrower.

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 falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either is 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 euch payments.

11. Sorrower Not Released; Forboarance By Lender Not a Wa'ver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Levider to any successor in interest of Sorrower shell not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shell 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 Birrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shell not be a waiver of or preclude the standard of any right or remedy.

12. Successors and Assigns Sound; Joint and Several Liability; Co-signers. The covariants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrows, subject to the provisions of paragraph 17. Borrows of covariants and agreements shall be joint and several. Any Borrower who co-signily it is Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that any rower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by the Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodity 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 (ii) in sets maximum loan charges, and that law is finelly interpreted so that the interest or other loan charges collected or to be collected by 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 dorrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the reduce.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delive in a control of the provided for in this Security Instrument shall be given by delive in a control of the Provided 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 desmed

to have been given to Borrower or Lender when given se 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. Sorrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shell give Borrower notice of socieration. The notice shell 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 those 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.

FORM 3014 9/90 (page 3 of 5 pages)

Initials JLR

Property of Cook County Clerk's Office

18. Borrower's Right to Reinstets. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the series 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 conteined in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) paye 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; (o) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lander may reasonably require to assure that the lien of this Security instrument, Lander's rights in the Property and Borrower's obligation to pay the sums esoured 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 (lonown 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 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 new 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 couve or permit the presence, use, disposal, storage, or release of any Hazardoue Substances on or in the Property. Borrower shall not do, nor allow anyone elec to do, anything affecting the Property that is in violation of any Environmental Law. The proceeding two sentences shall not apply to the presence, use, or storage on the Property of small questions 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, lewsuit or other sction by any govemmental or regulatory gency 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 the adous Substance affecting the Property is necessary, Borrower shell promptly take all necessary reme-

dial actions in secondance viit. Environmental Law.

As used in this paragreph 10, "Hazardous Substnaces" are those defined as toxic or hazardous substances by Environmental Law and the following substancie: gesoline, kerosene, other flammeble or toxic petroleum products, toxic peetloides and herbicides, volatile solvente, materials containing expectos or formaldshyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and lews of the jurisdiction where the Property is located that relate to health, exfety or environmental protection.

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

- 21. Acceleration; Remedies. Lender: hall Jive notice to Borrower prior to ecceleration 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 diffult must be cured; and (d) that failure to cure the default on or before the date appoilted in the notice may result in acceleration of the secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further info in Berrower of the right to reinstate after ecceleration and the right to a in the foreclosure proceeding the non-existence of a default of any other defence of Rorrewer to acceleration and foreclosure. If the default is not oured on or before the date epocified in the notice Londer at its option may require immediate payment in full of all cume secured by this Security Instrument without further demand and me) forecioes this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedes 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 in trainent, 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 homesterd exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Seourity instrument, the covenants and agreements of each such rider shall be incoling into and shall amend and supplement the opvenents and agreements of this Security Instrument as if the rider(s) were a part of the Security Instrument. (Check applicable box(es))

Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Plenned Unit Development Rider	□ B weekly Payment Ride
Belloon Rider	Rate Improvement Rider	Second Home Rider
Otherial Ispenifyl	F*	'C

92617468

FORM 3014 \$/80 (page 4 of 5 page

Initials 4/1

UNOFFICIAL COPY . . .

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

Witnesses: Odne Memol	x Ha h. Kath
The contract	LEO R. ROTH -Borrower
	Sociel Security Number 345-48-5791
Jane menyl	JAMES R. BOTS -BOTTOWN
	Sociel Security Number 350-40-2247
[Space Below Th	le Line For Acknowledgment]
STATE OF ILLINOIS,	County se:
" The undersigned	, a Notary Public in and for said county and state,
do hereby certify that Leo K Kornt	-1 JAMIS R ROTH HUSBOARD
The work	to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me	0,
eligned and delivered the said instrument as TNU set forth.	feer and voluntary act, for the uses and purposes therein
est forth. Given under my hand and official seel, this	to day of Querust , 19 50
My Commission expires:	7 (1) Affin A
OFFICIAL SEAL	Notar, I uplio
SHAHO FA FARRORS	'S
MA CONTROL OF THEIR S. IN S. N. A. S.	O _{Sc.}
	Wotar, Tuplio
	C)

9261746

Property of Cook County Clerk's Office

LOAM NO. 559916

THIS 1-4 FAMILY RIDER is made this 13TH 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., IMC., ITS SUCCESSORS OR ASSIGNS

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

1924 S. S7TH AVE. CICERO, IL 60450

(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: outlding 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 hath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryors, awnings, storm windows, storm doors, screens, blinds, shades, 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 lessehold estate if the Security Instrument is on a lessehold) 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 Len's 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 in Tederal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lander's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain in arm > 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 other as 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 a that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents tan'it is Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment for additional security only.

MULTISTATE 1-4 FAMILY RIDER - Fennie Mae/Freddie Mac Uniform Instrument Benking Forme Supply Co., Inc. (800) 448-8655 Page 1 of 2 Form 3170 9/90

(the "Lender")

Property of Cook County Clark's Office

all be held by Borrewer as trustee for the If Lender gives notice of breach to borrower: (i) all kenta 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 tonant 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 Londer 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, atturney'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 insdequacy 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.

Londer, 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 poid 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.

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

The R RAD	(Scal)
LEO R. ROTH	-Borrower
JAMES R. ROTE	(Seal)
	(Seal)
0	(Scal)
The Contract of the Contract o	
C/O/T'S	
atrument	Form 3170 9/90

Property of Cook County Clerk's Office