

# UNOFFICIAL COPY

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BOX 260

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(Space Above This Line For Recording Data) DEPT OF RECORDINGS \$35.00

T84446 TRAN 7222 09/16/92 14:49:00  
45172 # 92-686259  
COOK COUNTY RECORDER

## MORTGAGE

PLEASE INITIAL

m.p.m.p.

ILCM-3014-C-1

546234

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 11, 1992 . The mortgagor is  
MITER PEKAJ AND MARIJA PEKIC, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to NORWEST MORTGAGE, INC.

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which is organized and existing under the laws of THE STATE OF MINNESOTA , and whose  
address is P.O. BOX 31903, CHARLOTTE, NC 28231

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ \*\*\* 139,500.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 01, 2022 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 3 AND THE NORTH HALF OF LOT 4 IN BLOCK 60 OF W.R. KAISER AND COMPANY'S BRYN MAWR AVENUE ADDITION TO ARCADIA TERRACE, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 1 AND OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 2, LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT STREETS HERETOFORE DEDICATED), IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NUMBER: 13-02-431-037

TAX STATEMENTS SHOULD BE SENT TO:

BARCLAYSAMERICAN/MORTGAGE CORPORATION, P.O. BOX 31903, CHARLOTTE, NC

28231

(Street, City).

which has the address of 5648 NORTH SPAULDING CHICAGO  
Illinois 60659 ("Property Address");  
A.T. (Zip Code)

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

LAW -6R(L) 19108

VMP MORTGAGE FORMS - (313)263 8100 - (800)821-7291

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Amended 8/91

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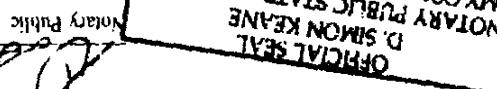
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VERNON HILLS, IL 60061-1142  
SUITE 150  
175 E. HAWTHORN PARKWAY  
NORMWEST MORTGAGE, INC.  
This instrument was prepared by:

My Commission Expires:



Given under my hand and seal official seal, this 11TH day of SEPTEMBER 1992  
signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
. personally known to me to be the same person(s) whose name(s)

the MISTER PEKAD AND MARJIA PEKIC, HUSBAND AND WIFE  
a Notary Public in and for said county and state do hereby certify  
that MISTER PEKAD AND MARJIA PEKIC, COOK  
County ss:

Borrower  
(Seal) \_\_\_\_\_ Borrower  
(Seal) \_\_\_\_\_

MARJIA PEKIC  
(Seal) \_\_\_\_\_ Borrower  
(Seal) \_\_\_\_\_

MISTER PEKAD  
(Seal) \_\_\_\_\_ Borrower  
(Seal) \_\_\_\_\_

BY SIGNING BELOW, 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.

- [Check applicable boxes]  1-4 Family Rider  Condominium Rider  Planned Unit Development Rider  Biweekly Payment Rider  Standard Payment Rider  Adjustable Rate Rider  V.A. Rider  
 Balloon Rider  Other(s) [Specify] \_\_\_\_\_  
 Rate Impairment Rider  Second Home Rider  
 Credit Union Rider  Other(s) [Specify] \_\_\_\_\_  
 Check

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

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

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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Borrower shall promptly discharge any debt within 10 days of the filing of notice. This Security Instrument, Lender may give Borrower a notice indemnifying the lien. Borrower shall satisfy the lien or take one or this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, or (c) secures from the holder of the lien an agreement satisfactory to Lender substituting the lien to enforcement of the lien, or (c) secures from the holder of the lien in, legal proceedings which in the Lender's opinion operate to prevent the by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith the lien Borrower shall promptly discharge any debt within 10 days of the filing of notice.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. To the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them at the time directly which may remain payable over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay which may remain payable over this Security Instrument, charges, fines and implications attributable to the Property.

**4. Charges:** Lien, Borrower shall pay all taxes, assessments, charges, fines and implications attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**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;

Funds held by Lender, if, under paragraph 2, 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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be paid by applicable law, Lender shall account to Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing. And, in such case 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 to Lender exceeds the amounts permitted to be paid by applicable law, Lender shall account to Borrower.

If the Funds held by Lender was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that unless shall be paid on the Funds, Lender shall give to Borrower,

applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or

a charge. However, Lender may require Lender to pay a one-time charge for an independent real estate tax reporting service

vertifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such Escrow items. Lender may not charge Borrower holding and applying the escrow account to the Funds, annually analyzing the escrow account, or

including Lender, if Lender is such an organization or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the

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

Escrow items or otherwise in accordance with applicable law.

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

sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items," if any; (e) yearly mortgage insurance premiums, if any; (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leased property Lender of the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:

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

1. Payment of Prepaid and Late: Prepayment and Late Charges. Borrower shall promptly pay when due the

INFORMATION COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT constitutes a uniform security instrument covering real property.

Great and convey the title to 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.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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

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Form 301A 9/90

be in effect. Lender will accept, the said return these premiums as a loss reserve in lieu of mortgage insurance. Loss reserve over-the-width of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to subsistability equivalent mortgage coverage is not available. Borrower shall pay to Lender each month a sum equal to cost to Borrower of the mortgage insurance previously in effect, from an alternative mortgage equivalent to the original coverage subsequently equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance coverage required by Lender in cases to be in effect, Borrower shall pay the premiums required to insurement, Borrower shall pay the premiums required to insurement the Note rate the Note rate under this security. If for any reason, the

security instrument Lender under this paragraph 7 shall become additional debt of Borrower secured by this paragraph. Date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower regarding security instrument Lender and Lender agree to other terms of payment, these amounts shall bear interest from the

Any amounts disbursed by Lender to make up the amount due under this security instrument of making the loan secured by this paragraph 7, Lender does not have to do so, reasonable attorney fees and costs incurred by a Lender to make up the property to make up, although Lender may take action under this paragraph include paying any sums secured by a lien which has priority over this security instrument, appearing in court, paying for whatever is necessary to protect the value of the property and Lender's rights in the hope, Lender's actions may proceed in bankruptcy, probable, for condonation or forfeiture or to enforce laws or regulations), when Lender may do and this security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the property (such as a proceeding during the bankruptcy, or Lender's good faith commitment or Lender's security interest, Borrower fails to perform the elements and agreements contained in

7. Protection of Lender's Rights in the Property. If Borrower fails to agree to the merger in writing, leasedhold and the fee title shall not merge unless Lender agrees to the merger in writing, to provide Lender with all the provisions of the lease. If Borrower acquires fee title to the property, the to, representations concerning Borrower's occupancy of the property as a principal residence. If this security instrument is on a to provide Lender with any material information) in connection with the law, evidenced by the Note, including, but not limited to provide, during the loan application process, gave written notice of its intent or statement of statements to Lender for failed Borrower, during the loan application process to Lender's security interest, Borrower shall also be in default if impairment of the loan created by this security instrument or Lender's security interest, Borrower may that, in Lender's good faith despite, as provided in paragraph 1, by causing the action of proceeding to be dismissed with a ruling court such a default and trustee, as provided in the property to determine Lender's security interest, Borrower may property or otherwise materially impair the loan created by this security instrument or Lender's security interest, Borrower may action of proceeding, whether civil or criminal, is beyond Borrower's control, Borrower shall be in default if any forfeiture property, allow the property to deteriorate, or commit waste on the property, Borrower shall not destroy, damage or impair the circumstances exist which are beyond Borrower's control, Borrower shall not be liable for impairment of the date of acquisition, unless Lender otherwise agrees in writing, which causes that not be unreasonably withheld, or unless this security instrument and shall continue to occupy the property as Borrower's principal residence for at least one year after Borrower shall occupy, establish, and use the property as Borrower's principal residence within sixty days after the execution of immediately prior to the acquisition.

Lender may make payment prior to the acquisition shall pass to Lender to the extent of the sum secured by this security instrument under paragraph 2 if the property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from payment the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed ar

accrued by this security instrument, whether or not then due, the 30-day period will begin when the note is given, Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore the property or to pay sums property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then secured by this security instrument, whether or not then due, with any excess paid to Borrower, if Borrower abandons the property, it is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the same Lender may immediately terminate, if the restoration of the property is not lessened, if the restoration of the

Lender may make payment of loss if not made promptly by Borrower.

All insurance policies and renewsals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flood damage, 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 unreasonable with held. 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.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

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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 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 reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**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 release 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 prepayment 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.

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## 1-4 FAMILY RIDER Assignment of Rents

14FR-3170-1

THIS 1-4 FAMILY RIDER is made this 11TH day of SEPTEMBER, 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 NORWEST MORTGAGE, INC.

(the "Lender")

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

5648 NORTH SPAULDING  
CHICAGO, IL 60659  
[REDACTED] (Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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

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

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

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

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

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

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Borrower  
(Seal)

Borrower  
(Seal)

MARIA PEKIC  
M. Maria Pekic  
Borrower  
(Seal)

MILER PEKAJ  
Miller Pekaj  
Borrower  
(Seal)

FAMILY RIDER  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this I-A  
permitted by the Security Instrument.  
I. CROSS-DEFAULT PROVISION. Borrower's default or breach under the Security Instrument and Lender may invoke any of the remedies  
Lender has in interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies  
Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.  
Rents shall not cure or waive any default or invalidity of Lender. This assignment of  
Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application  
control of or maintain the Property after giving notice of default to Borrower. However, Lender, or  
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take  
not and will not perform any act that would prevent Lender from exercising his rights under this paragraph.  
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has  
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 Exhibit 7.  
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the  
showing as to the inadequacy of the Property as security.

possession of and manage the Property and collect the Rents and profits derived from the Property without any  
only those Rents actually received, and (vi) Lender shall be entitled to have a receiver appointed for  
Security Instrument; (v) Lender's agents or any judicially appointed receiver shall be liable to account for  
insurance premium, taxes, assessments and other charges on the Property, and then to the sums secured by the  
not limited to attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs,  
applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but  
tenant; (v) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be  
Property, shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the  
shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the  
as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender  
an assignment for additional security only.

are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not  
pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents  
Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default  
Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or  
the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or  
Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of  
H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.