

# UNOFFICIAL COPY

92749007 2749007

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1992 OCT -8 PM 12:19

92749007

[Space Above This Line For Recording Data]

## MORTGAGE

APPL# 001-20810042

35

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 3, 1992,  
RICHARD L REDLINGER AND MARCIA A REDLINGER, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to

HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF ELGIN

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 16 NORTH SPRING STREET, ELGIN, ILLINOIS 60120 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED AND NO/100 Dollars (U.S. \$ 116,800.00).

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 NOVEMBER 1, 1997. 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 111 IN THE MEADOWS SOUTH PHASE 2, BEING A SUBDIVISION IN PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 06-25-116-003-0000

which has the address of 104 PARKWOOD DRIVE, STREAMWOOD ("Property Address");  
Illinois 60107 [Zip Code]

(Street, City).

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

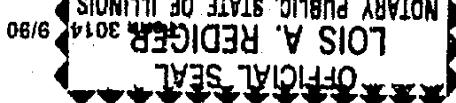
VMP-6R(IL) (9105)

VMP MORTGAGE FORMS • (313)293-8100 • (800)521-7201

Page 1 of 6

Form 3014 9/90  
Amended 5/91

BOX 333



This instrument was prepared by: LOIS A REDIGER

Notary Public

My Commission Expires: Aug 2, 1994

3RD day of OCTOBER 1992

Given under my hand and official seal, this  
signed and delivered the said instrument as THEIR  
free and voluntary act, for the uses and purposes herein 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)

RICHARD L. REDILINGER AND MARCIA A REDILINGER HUSBAND AND WIFE

, a Notary Public in and for said county and state do hereby certify  
County ss:

KANE

Borrower  
(Seal)  
RICHARD L. REDILINGER  
Borrower  
(Seal)  
MARCIA A REDILINGER  
Borrower  
(Seal)

Borrower  
(Seal)  
KANE

Witnesses:  
in any rider(s) executed by Borrower and recorded with it,  
BY SIGNING BELOW, Borrower accepts all the terms and covenants contained in this Security Instrument and

- [Check applicable box(es)]
- Adjustable Rate Rider
  - Condominium Rider
  - 1-4 Family Rider
  - Graduate Payment Rider
  - Biweekly Payment Rider
  - Planmed Unit Development Rider
  - Rate Improvement Rider
  - balloon Rider
  - V.A. Rider
  - Other(s) [Specify]
  - Second Home Rider

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.

# UNOFFICIAL COPY

TOGETHER WITH all the improvements now or hereafter erected on the Property and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

# UNOFFICIAL COPY

Page 5 of 6

Form 3014 9/80

23. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.  
without charge to Borrower. Borrower shall pay any acceleration costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
21, including, but not limited to, reasonable attorney fees and costs of title evidence.

Proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
secured by this Security Instrument without further demand and may foreclose this Security Interest by judicial  
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums  
non-existent or a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on  
information Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the  
secured by this Security Instrument, foreclosure by judicial proceeding. The notice shall further  
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
(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  
(b) the action required to cure the default is otherwise provided in this Security Instrument under paragraph 17 unless  
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;  
of any covenant or agreement in this Security Instrument (but not prior to acceleration of the wing Borrower's breach  
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration of the wing Borrower's breach  
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by  
Environmental Law and the following substances: asbestos containing asbestos or formaldehyde, and radioactive materials. As used in  
pesticides and herbicides, volatile solvents, crosses, other flammable or toxic petroleum products, toxic  
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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any  
regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law  
governmental or regulatory agency or party involved in the Property and any Hazardous Substance or Environmental Law  
any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take  
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.

Hazardous Substances on or in the Property. Borrower shall not cause or permit the presence of Hazardous Substances that are generally recognized to be appropiate to normal  
storage on the Property in violation of any Environmental Law. The preceding two sentences shall not apply to the presence,  
use, or

20. Hazardous Substances. Borrower shall not cause or permit the presence of Hazardous Substances that are generally recognized to be appropiate to normal  
storage on the new Loan Service and to maintenance of the Property. The preceding two sentences shall not apply to the presence,  
use, or

19. Sale of Note, Change of Note. 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 the Note and the new Loan Servicer will be responsible for the Note 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.

not apply in the case of acceleration under paragraph 17.

18. Borrower's Right to Remainder. If Borrower meets certain conditions, Borrower shall have the right to reinstate shall  
curse any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument,  
incurred, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure  
that the loan of its Security Interest unchallenged. Lender's rights in the Property and Borrower's obligation to pay the sums secured by  
this Security Interest shall continue unchanged. Upon reinstatement by Borrower, this Security Interest and the  
obligations secured thereby 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.

Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays  
applicable law may specify for reinstitution before sale of the Property pursuant to any power of sale contained in this  
enforcement of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as  
permits by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies  
less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this  
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not  
of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date  
Security Interest. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies  
less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this  
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 Interest, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date  
of this Security Instrument.

# UNOFFICIAL COPY

9 2 7 4 9 0 8 /

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

20064226

# UNOFFICIAL COPY

Page 4 of 6

Form 3014 9/90

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

to be severable.

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared effective; without such conflict shall not affect other provisions of this Security Instrument or the Note which can be ineffective with respect to the Property in which the Note is located. In the event that any provision or clause of this Security Instrument or the Note which is located in another jurisdiction is invalid or unenforceable, it shall be severed from the Note and the law of the state in which the Note is located.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Note is located.

Security Instrument shall be deemed to have been given to Lender or Borrower when given as provided in this paragraph.

Lender's address stated herein or any other address Lender designs by notice to Borrower. Any notice provided for in this or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address in the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing prepayment charge under the Note.

Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct loan to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Lender. (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan exceeded the permitted limits, then: (a) the interest of other loans charges collected or to be collected in connection with the and that law is finally interpreted so that the interest of other loans charges collected or to be collected in connection with the and make any accommodations with regard to the terms of this Security Instrument without that Borrower's consent.

Borrower's interest in the Property under the terms of this Security Instrument: and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or secure by this Security Instrument; and (d) is not personally obligated to pay the sums Borrower's interest in the Note: (a) is co-signing this Security Instrument only to mortgagee, grantor and convey that instrument but does not execute the Note; (b) is not joint and several. Any Borrower who co-signs this Security paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security paragraph 17. Borrower and beneficiaries the successors and assigns of Lender and Borrower, subject to the provisions of Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Security, Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this exercise of any right or remedy.

unless Lender in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. If the Property is awarded by Lender to any successor in interest of the original Borrower or to any successor in interest of the original Borrower or to any successor in interest Lender shall not be required to operate the sums secured by Lender in exercising any right or remedy.

Lender is authorized to collect damages, at its option, either to restoration or repair of the Property or to the sums awarded or settled by Lender to Borrower, or if, after notice 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, unless Lender is otherwise entitled to collect damages before the taking, unless Borrower agrees to not the sums are due.

If the Property is awarded by Lender before the taking, unless Borrower agrees 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 due. Lender is entitled to claim for damages, unless Borrower agrees in writing or unless applicable law otherwise provides, the market value of the Property immediately before the taking is less than the amount of the sums secured 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 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 Lender. In the event of a partial taking of the Property in which the fair market value of the sums secured immediately before the taking, multiplied by the following fraction: (a) the total amount of the sums secured 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 awarded by Lender or if, after notice 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, unless Lender is otherwise entitled to collect damages before the taking, unless Borrower agrees to not the sums are due.

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 Lender. 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 market value of the Property 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, unless Borrower and Lender otherwise agree in writing, the amounts secured by this Security Instrument shall be reduced by the amount of the proceeds awarded by Lender or if, after notice 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, unless Lender is otherwise entitled to collect damages before the taking, unless Borrower agrees to not the sums are due.

10. Condemnation. The proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

Borrower notice at the time of or prior to an inspection specifically resounding cause for the inspection.

9. Inspection. Lender or his agent may make reasonable entries upon and inspect any part of the Property, Lender shall give

insurance funds in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

that Lender (requisites) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

# UNOFFICIAL COPY

APPL# 001 20810042

9 2 7 4 9 0 0 1

## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 3RD day of OCTOBER, 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

HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF ELGIN  
(the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:

104 PINEWOOD DRIVE  
STREAMWOOD ILLINOIS 60107

[Property Address]

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

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

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

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

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

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

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

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

MULTISTATE 1-4 FAMILY RIDER -Fannie Mae/Freddie Mac Uniform Instrument

Form 3170 9/90

Page 1 of 2

VMP -57 (9103)

VMP MORTGAGE FORMS - (913)293-8100 - 18001621-7291

92749007

# UNOFFICIAL COPY

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
RICHARD L. REDLINGER  
MARCIA A. REDLINGER  
(Seal)

-Borrower  
(Seal)

Family Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this I-4 permitted by the Security Instrument.

Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies of the Proprietary shall terminate when all the sums secured by the Security Instrument are paid in full.

Rents of the Proprietary shall waive any default or invalidity or right or remedy of Lender. Any application of rents shall not cure or waive any default or invalidity or right or remedy of Lender, or so at any time when a default occurs. Any application of rents of agents or a judicially appointed receiver, may do so at any time after notice of default to Borrower. However, Lender, or control of or maintain the Proprietary before or after a notice of default to Borrower, shall not be required to enter upon, take Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take

Borrower, or Lender any act that would encroach Lender from exercising its rights under this paragraph.

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 encroach Lender from exercising its rights under this paragraph.

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 Convention 7.

If the Rents of the Proprietary are not sufficient to cover the costs of taking control of and managing the

showing as to the inadequacy of the Proprietary as security.

possession of and manage the Proprietary and collect the Rents and profits derived from the Proprietary without any only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take Securitry Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for insurance premiums, taxes, assessments, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, 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 manage the Proprietary and collecting the Rents, including, but demand to the Rents due and unpaid to Lender or Lender's agents shall be remitted to Lender or Lender's agents 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 Proprietary; (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

If Lender gives notice of breach to Borrower; (i) all Rents received by Borrower shall be held by Borrower

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 or Lender's agents to collect the Rents, and agrees that each tenant of the Proprietary shall pay the Rents to Lender or

the Proprietary, regardless of to whom the Rents of the Proprietary are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Proprietary shall pay the Rents to Lender or

Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and convenants ("Rents") of

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.