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REV. 8/80  
LEFT V.W. 1/81

Single Family • Family/Mar/Freddie Mac UNIFORM INSTRUMENT

All insurance policies and renewals shall be acceptable to Leader and shall include a standard mortgage clause. Leader shall have the right to hold the policies and renewals. If Leader requires Borrower shall promptly give to Leader all receipts of paid

5. Hazard or Property Insurance, Borrower shall keep the improvedments 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, for which Lender requires insurance. This insurance shall be maintained in the amount and for the period of time required by Lender's contract provider, provided Borrower shall be responsible for the maintenance and repair of the property insured.

Borrower shall promptly disclose any information requested by the Lien which has priority over the Security Instrument unless Borrower waives to the payment of the obligation secured by the Lien in a manner acceptable to Lender; (b) certifies in good faith the Lien by, or certifies against enforcement of the obligation secured by the Lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the obligation of the Lien in, or certifies in good faith the Lien by, or certifies in good faith the Lien by, or certifies in writing to the Borrower that the Lien is a matter acceptable to Lender; (c) agrees in writing to the payment of the obligation secured by the Lien in a manner acceptable to Lender.

4. Charges; Lien, Borrower shall pay all taxes, assessments, charges, fine and impoundments attributable to the Property which may attach prior to or after the Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay direct 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 receipts evidencing the payment.

3. Application of Pyramenta. Unless applicable law provides otherwise, all payments received by Landor under paragraphs 1 through 4, to principal due; fourth, to any late charges due under the Note; second, to amounts payable under Paragraph 2; third, and 2 shall be applied: first, to any prepayment charge due under the Note; second, to amounts payable under Paragraph 1 to interest due; fourth, to principal due; and last, to any late charges due under the Note.

payments, at Lender's sole discretion.

If the Funds held by Leander exceed the amount permitted to be held by applicable law, Leander shall account to Borrower for the excess Funds held by Leander with the result that Leander shall make up the deficiency in no more than twelve months.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender monthly payments of a sum ("Funds") for: (a) yearly leasehold premiums payable to Lien on the Property; (b) yearly flood insurance premiums; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (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 "Borrower Items". Lender may collect and hold Funds in an amount not to exceed the maximum amount a Lender for a Federally related mortgagor may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"). Unless another law applies to the Funds held by Lender, Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a Federally related mortgagor may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to any law.

of and interested on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

1. THIS SECURITY INTEREST COMPIES WITH THE COVENANTS FOR NON-MONETARY USE AND NON-DISPOSITION COVENANTS WITH WHICH I AM UNDERTAKING  
by jurisdiction to constitute a uniform security instrument covering real property.



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Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

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

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial 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.

**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.

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as if no acceleration had occurred. However, the right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note is a negotiable instrument 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 remedial action 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.

MIRIA G. DADOM

92831363

RECORDED IN THE OFFICE OF THE CLERK OF ST. CLAIR COUNTY, ILLINOIS

BY RONALD C. HUFFMAN, CLERK OF COURT, ON BEHALF OF THE STATE AND GOVERNMENT OF ILLINOIS, PURSUANT TO THE

<input checked="" type="checkbox"/> Occupied by the Owner/Borrower	<input type="checkbox"/> Occupied by lessee	<input type="checkbox"/> Vacant
<input type="checkbox"/> Residential property	<input type="checkbox"/> Commercial property	<input type="checkbox"/> Industrial property
<input type="checkbox"/> Residential development property	<input type="checkbox"/> Commercial development property	<input type="checkbox"/> Industrial development property
<input type="checkbox"/> Residential income property	<input type="checkbox"/> Commercial income property	<input type="checkbox"/> Industrial income property

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Form 30148/90  
UFT #30148/90  
Single Family - Family Ma/Freddie Ma. UNIFORM INSTRUMENT

Gathering Forms Supply Co., Inc. (800) 440-0633  
Page 8 of 8  
11/11/01

11/11/01

11/11/01

Notary Public

My Commission Expires 11/29/98

CHRISTINE L. GREVAS

Notary Public, State of Illinois

My Commission Expires 11/29/98

Given under my hand and seal, this 26th day of OCTOBER, 1992

Subscribed and delivered the said instrument as **THEIR**, free and voluntary act, for the uses and purposes herein set forth,  
, personally known to me to be the same person(s) whose name(s)  
, persons by whom it was executed, for the uses and purposes herein set forth.

do hereby certify that ALAN C. BROWN AND MARY T BROWN, married to each other,  
, a Notary Public in and for said county and state,

I, THE UNDERSIGNED, County ss:

Cook

STATE OF ILLINOIS,

(Space Below This Line for Acknowledgment)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

MARY T BROWN

ALAN C. BROWN

Witnesses:

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.

## 24. Rider(s) [Specify] COVENANT #22 RIDER

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Rate Improvement Rider
- Second Home Rider
- Balloon Rider
- Box(es):

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

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9 2 8 5 1 3 6 33

## **1-4 FAMILY RIDER Assignment of Rents**

THIS 1-4 FAMILY RIDER is made this 26th 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 *scitro*  
Borrower's Note to

The Northern Trust Company, its successors and/or its assigns  
of the same date and covering the Property described in the Security Instrument and located at:

933 Central Avenue, Wilmette, IL 60091

### **{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 nerves, control apparatus, plumbing, bath tubs, water heaters, w.c. closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, front 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 household estate if the Security Instrument is on a household) 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 or prior  
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.** Unisprn Covenant 1.8 is deleted.  
**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the

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**

VMP-57 (0103) VMP MORTGAGE FORMS | 313|203|0100 | (800)821-7201

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-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

MARY T. Brown

Alan C. Brown

Family Rider.

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

I, CROSS-DEFAULT PROVISION, Borrower, a defendant, consider myself invoke my of the tenanted

Rents of the Property shall be liable to the amounts secured by the Security Instrument are paid in full.

of Rents shall not cure or waive my default or inability to pay either right or remedy of Lender. This assignment of

Lender's agents or a judicially appointed receiver or trustee so at any time when a default occurs. Any application

control of or majority in the Property before or after it may 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

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 recovering its rights under this paragraph.

Property and all collections due therefrom to Lender in accordance to Government 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 is 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 to take

Security interest in: (i) Lender's agents or my judicially appointed receiver shall be liable to account for

insurance premiums, taxes, assessments and other charges on the Property, and when to the amounts secured by the

not limited to, attorney's fees, receiver's fees, premiums on, receiver's bonds, repair and maintenance costs,

applicable laws in the costs of taking control of and managing the Property and collecting the Rents shall be

tenant: (iv) 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

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

in 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 2 of the Security Instrument(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 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.

92831363

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10/26/92

9 2 5 5 1 3 6 3

## MORTGAGE RIDER FOR COVENANT #22

THIS RIDER IS Incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) BORROWER and LENDER agree that notwithstanding anything contained in COVENANT 21 of the MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER'S rights under the MORTGAGE, this RIDER will no longer have any force of effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

Alan C. Brown  
ALAN C. BROWN

(SEAL)  
BORROWER

Mary T. Brown  
MARY T. BROWN

(SEAL)  
BORROWER

\_\_\_\_\_ (SEAL)  
BORROWER

\_\_\_\_\_ (SEAL)  
BORROWER

92831363

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