

# UNOFFICIAL COPY

92872307

COOK COUNTY ILLINOIS  
PLAT FOR RECORD

CONTRACT NO. M111:49

92872307

[Space Above This Line For Recording Data]

LOAN NO.: 000-10598-2

BOX 404

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **NOVEMBER 13, 1992**. The mortgagor is **SHERLEY A. KASPRZAK, DIVORCED AND NOT SINCE REMARRIED, TINA LOUISE BOISDORF, A/K/A TINA AUBIN, MARRIED TO JOHN E. BOISDORF**

("Borrower"). This Security Instrument is given to **SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO**

which is organized and existing under the laws of **United States of America**, and whose address is **3525 WEST 63RD STREET, CHICAGO IL 60629**

(("Lender")). Borrower owes Lender the principal sum of **FIFTY FIVE THOUSAND AND NO/100** Dollars (U.S. \$ **55,000.00**).

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 **DECEMBER 1, 2007**. 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:

**LOTS 31 AND 32 IN BLOCK 4 IN FISHELL'S SECOND ADDITION TO CHICAGO LAWN, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

P.I.N.: 19-14-330-027-0000

which has the address of **3740-44 W. 63RD ST.**

**CHICAGO**

Illinois **60629** (Zip Code)

("Property Address");

*3525*  
(Street, City).

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

MDP-08(8) rev.06

VMP MORTGAGE FORMS 1333203-B100-1800521-7201

Page 1 of 6

Form 3014 8/90  
Amended 6/01

# UNOFFICIAL COPY

Form 301A 8/80

ATTN: BONNIE HERFMAN  
HOMETOWN, ILLINOIS "60458"

This instrument was prepared by 4062 SOUTHWEST HIGHWAY  
SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION

*DALE E. DAVIS*

Number Public  
Date of Birth  
Given under my hand and delivered the said instrument in THESE  
free and voluntary acts, for the uses and purposes herein set forth,  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
the Y <sup>personally known to me to be the same person(s) whose name(s)</sup>

My Commission Expires:  
Notary Public, State of Illinois  
My Commission Expires 12/15/95

MARY A. MCNAULY

OFFICIAL SEAL

Given under my hand and delivered the said instrument in THESE  
free and voluntary acts, for the uses and purposes herein set forth,  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
the Y <sup>personally known to me to be the same person(s) whose name(s)</sup>

TINA AUBIN, MARRIED TO JOHN E. BOLDTRE

and SHIRLEY A. KASPRZAK, DIVORCED AND NOT SINCE REMARRIED, TINA LOUISE BOLDTRE, A/K/A

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

County as:

Cook

XXXXXX XXXXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX  
Borrower (Seal) XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX

XXXXXX XXXXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX  
TINA LOUISE BOLDTRE, A/K/A TINA AUBIN Borrower  
(Seal) XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX

XXXXXX XXXXXXXX XXXXXXXX XXXXXXXX  
SHIRLEY A. KASPRZAK  
(Seal) XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX

Witnesses:  
in any riders) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

- Adjudicable Rate Rider
- Conditional Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Biweekly Payment Rider
- Family Rider
- Second Home Rider
- Other(s) [Specify]

[Check applicable boxes]  
the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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.

92872307

Property of Cook County Clerk's Office

# 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.

92872302

# UNOFFICIAL COPY

Form 3014 9/90

21. Transfer of interest in property or a beneficial interest in Borrower, if all or any part of the Property or any interest in it is sold or transferred out of its ownership, Lender shall provide a period of not less than 60 days from the date of notice to Borrower to determine if Lender's option shall not be exercised by Lender if exercise is prohibited by law as of the date of this Security instrument. If Lender, after delivery of notice to Borrower to pay all sums secured by this Security instrument, if Borrower fails to pay all sums prior to the expiration of this period, Lender may invoke any remedies available to Lender under this Note, but not later than the date of notice to Borrower to pay all sums secured by this Security instrument.
22. Borrower's Right to Refuse. If Borrower meets certain conditions, Borrower shall have the right to have permission by Lender to transfer this Security instrument without paying any acceleration costs.
23. Waiver of foreclosure. Borrower waives all right of foreclosure except in the property without damage to Borrower. Borrower shall pay any acceleration costs.
24. Miscellaneous, but not limited to, reasonable attorney fees and costs of title defense.
25. Proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this instrument by this Security instrument without further demand and may foreclose this Security instrument by sale before the date specified in the note, Lender, at his option, may commence foreclosure proceedings in full of all sums due before the date specified in the note to recover the amount borrowed by this Security instrument, together with interest accrued and any foreclosed further sum required by this Security instrument, foreclosed by judicial proceeding and sale of the Property. The note shall further be used to ensure the deferral on or before the date specified in the note any cash in acceleration of the sums due, but failure to renew the deferral on or before the date the note is given to Borrower, by which the deferral must be cured and (d) a date, not less than 30 days from the date the note is given to Borrower, by which the deferral is suspended or suspended by law (unless otherwise specified); (e) the deferral is suspended by (b) the action required to prevent a default or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless of any covenant or agreement in this Security instrument to follow the Borrower's breach).

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

Paragraph 20, "Non-negotiable Law" means federal laws and laws of the jurisdiction where the property is located that relate to lending, safety or environmental protection.

Paragraph 20, "Environmental Law" means state, federal, national and international asbestos or remediation products, toxic substances and health hazards, volatile solvents, materials containing asbestos or remediation products, and radioactive materials, toxic environmental law and the following substances are those substances defined as toxic or hazardous substances by law used in this paragraph 20. "Hazardous Substances" are those substances toxic or hazardous substances by the necessary remedial actions in accordance with Environmental Law.

Any removal or other remediation of any Hazardous Substances affecting the property is necessary, Borrower shall promptly take any action Borrower has actual knowledge of Borrower learns, or is notified by any regulatory authority, that government or regulatory agency or private party involving the Property and any Hazardous Substances or environmental law governing the use and the following substances are those substances defined as toxic or hazardous substances by the necessary remedial actions and to maintain title to the property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental agency or private party involving the Property, and any Hazardous Substances or environmental law regarding the use and the following substances are those substances defined as toxic or hazardous substances by the necessary remedial actions and to maintain title to the property.

Property that is in addition to any Environmental Law, the preceding two sentences shall not apply to the presence, use, or Hazardous Substances on or in the Property. Borrower shall do, or anything affecting the property that is in addition to any Environmental Law, the preceding two sentences shall not do, nor allow anyone else to do, anything affecting the Hazardous Substances, Borrower shall permit the presence of any investigation, claim, demand, lawsuit or other action by any governmental agency or private party involving the Property, and any Hazardous Substances or environmental law regarding the use and the following substances are those substances defined as toxic or hazardous substances by the necessary remedial actions and to maintain title to the property.

19. Sale of Note; Change of Loan Service. 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, if there is a change 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 service and the address to which payments should be made. The notice will also contain any other information required by law.

20. Hazardous Substances. Borrower shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall only apply in the case of a acceleration under paragraph 17.

If the Note is in default 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 Security instrument shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall only apply in the case of a acceleration under paragraph 17.

Lender shall exercise all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred if the Note is in default of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security instrument shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall only apply in the case of a acceleration under paragraph 17.

Securities transfers; or the entry of a judgment entitling this Security instrument. Those conditions are that Borrower (a) pays Securities transfers before the earlier of any time prior to the earlier of (i) 5 days after the date of notice of sale or other period as applicable law may specify for reinstatement at any time prior to the earlier of (ii) 5 days after payment of all sums secured by this Security instrument if Borrower meets certain conditions. 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 the earlier of (i) 5 days after the date of notice of sale or other period as applicable law may specify for reinstatement at any time prior to the earlier of (ii) 5 days after payment of all sums secured by this Security instrument.

21. Acceleration of this Security instrument discontinued at any time prior to the earlier of (i) 5 days after the date of notice of sale or other period as applicable law may specify for reinstatement at any time prior to the earlier of (ii) 5 days after payment of all sums secured by this Security instrument. If Borrower fails to pay all sums prior to the expiration of this period, Lender may invoke any remedies available to Lender under this Note, but not later than the date of notice to Borrower to pay all sums secured by this Security instrument.

22. Waiver of notice of sale or other period as applicable law may specify for reinstatement at any time prior to the earlier of (i) 5 days after the date of notice of sale or other period as applicable law may specify for reinstatement at any time prior to the earlier of (ii) 5 days after payment of all sums secured by this Security instrument.

23. Waiver of acceleration. Lender may, at his option, require immediate payment in full of all sums secured by this Security instrument. Lender shall not be entitled to accelerate if exercise is prohibited by law as of the date of this Security instrument. However, Lender may invoke any remedies available to Lender under this Note, but not later than the date of notice to Borrower to pay all sums secured by this Security instrument.

24. Miscellaneous, but not limited to, reasonable attorney fees and costs of title defense.

# UNOFFICIAL COPY

**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

# UNOFFICIAL COPY

Form 301a 8/90

92872307

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

to be delivered

given effect without the continuation provision. To this end the provisions of this Security Instrument and this Note are deleted unless otherwise provided law, such contract shall not affect other provisions of this Security Instrument or the Note which can be disregarded in whole the Property is located. In the event that any provision of this Security Instrument or the Note is deleted by law, the law of the State where the Property is located, shall be governed by federal law and the law of the State where the Note was issued.

15. Governing Law; Securitization. This Security Instrument shall be governed by federal law and the law of the State where the Note was issued. Any notice given to Borrower or Lender when given as provided in this paragraph.

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

16. Notice. Any notice to Borrower or Lender shall be provided for in this Note.

Borrower agrees to make it a condition precedent to the making of any advance under this Note that Lender and any other address Lender designates by notice to Borrower, Any notice provided for in this Lender's address stated herein or any other address Lender designates by notice to Borrower, Any notice provided for in this Lender's address Borrower designates by notice to Lender, Any notice to Lender shall be given by first class mail to or any other address Borrower designates by notice to Lender, Any notice shall be directed to the Property Address or the first class mail unless applicable law requires use of another method. The notice shall be given by delivering it or by mailing

17. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

prepaid return address under this Note.

18. Loan Curing. If the loan secured by this Security Instrument is subject to a cure within ten days.

Borrower, if under any circumstances with regard to the terms of this Security Instrument or the Note, without due Borrower's consent,

make any advance under this Note, Lender and any other Borrower may agree that Lender and any other Borrower, modify, Lender or Borrower's interest in the Property under the terms of this Security Instrument, (a) is not personally obligated to pay the sum

loan exceed the permitted limit, and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is timely interpreted so that the interest of other loan charges offset each other loan charges from changes.

19. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this

Securitization instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

Securitization instrument of the sum secured by this Security Instrument shall not be a waiver of or preclude the exercise of any right of remedy.

successors in interest. Any right otherwise by Lender in accordance with any right of remedy shall not be a waiver of or preclude the exercise of any right of remedy by Lender in accordance with any demand made by the original Borrower or Borrower's assignee.

Lender is authorized to collect and apply the proceeds, at his option, either to restore or repair of the Property or to the sum

awarded or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, or to Borrower Not Releasable For a Waiver, Extension of the time for payment of such payments.

not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to inform the sum secured by this Security instrument granted by Lender to any successor in interest of Borrower shall

be applied to the sum secured by this Security instrument unless necessary to prevent a waste or damage to the sum

secured by this Security instrument, whether or not the sum is then due.

If the Property is sold and owned by Borrower, or if, after notice 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 of Borrower shall

not be required to release the liability before the taking, unless Borrower and Lender otherwise agree in writing or unless immediately before the taking is less than the amount of a partial taking of the Property in which the fair

market value of the sum secured immediately before the taking, divided by (a) the fair market value of the Property immediately before the taking, and (b) the amount of the sum secured by the following fraction:

this Security instrument shall be reduced by the amount of the proceeds multiplied by the total

Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by

Security instrument immediately before the taking is equal to or greater than the amount of the sum secured by this

market value of the Property in which the Property is located, the sum secured by the taking, and (c) the sum secured by

In the event of a total taking of the Property, the proceeds shall be applied to the sum 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, unless Borrower and Lender otherwise agree in writing, the sum secured by the taking, and (d) the amount of the sum secured by the taking, and (e) the sum secured by

the proceeds of any insurance or condemnation award or claim for damages, direct or consequential, in connection with any

loss or damage, direct or consequential cause for the inspection.

10. Inspection. Lender or his agent may make reasonable entries upon and inspect the Property, Lender shall give

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

the premises referred to in any insurance coverage in effect, or to provide a loss reserve, until the requirement for mortgage

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 against becomes available and is obtained, Borrower shall pay

# UNOFFICIAL COPY

## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 13TH day of NOVEMBER 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

SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO

(the "Lender")

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

3700-44 W. 63RD ST., CHICAGO, IL 60629

{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, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing, together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless 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.

92872307

# UNOFFICIAL COPY

92572307

Form 3170 9/90

Page 2 of 7

However

(Seal)

However

(Seal)

However

(Seal)

However

(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this I-A Family Rider.

I, CROSS-DEFALKT PROVISION, Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

1. CROSS-DEFALKT PROVISION. Borrower's default or breach under any note or agreement in which

Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

Lender has not given or waive any default or invalidity applicable to Lender, This assignment of Rents shall not give or waive any default or invalidity applicable receiver, may do so at any time when a default occurs. Any application of Rents as agents or a fiduciary appointed receiver, may do so at any time when a default occurs. However, Lender, or control of or maintain the Property before or after giving notice of default to Borrower, Lender, or Lender, or Lender, or a fiduciary appointed receiver, shall not be required to enter upon, take

no and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Borrower representations and warranties that Borrower has not executed any prior assignment of the Rents and has property and of collecting the rents my funds expended by Lender for such purposes shall become indefeasible of Borrower to Lender secured by the Security Instrument pursuant to Title 7.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the property and of collecting the rents my funds expended by Lender for such purposes shall become indefeasible

showing as to the indebtess of the Property as security.

If Lender gives notice of breach to Borrower, (i) all Rents received by Borrower shall be held by Borrower possession of and manage the Property and collect the Rents and profits derived from the Property without any security instrument, (v) Lender, Lender's agents or my fiduciary appointed receiver shall be liable to receive for insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the insurance premiums, fees, receiver's fees, premiums on receiver's bonds, capital and maintenance costs, not limited to, attorney's fees, receiver's fees, premiums on and collecting the Rents, including, but applied to, to the costs of taking control of and managing the Property and collecting the Rents, Lender's agents shall be liable to Lender for unless applicable law provides, all Rents collected by Lender or Lender's written demand to the property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the property shall be entitled to collect all of the Rents of the Property; (iii) Borrower agrees that each tenant of the property shall pay the benefit of Lender only, to be applied to the Rents secured by the Security Instrument; (ii) Lender as trustee for the benefit of Lender only, to be applied to the Rents secured by the Security Instrument.

If Lender gives notice of breach to Borrower, (i) all Rents received by Borrower shall be held by Borrower 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 are to be paid to Lender or Lender's agent. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default 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 Property shall pay the Rents to Lender or Lender's agents, regardless of to whom the Rents of the Property are payable. Borrower authorizes 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 "Rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or

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