

92887710

This instrument was prepared by MARGARETTEN & COMPANY INC 625 NORTH CT PALATINE, IL 60067 60067

MORTGAGE

60904171

THIS MORTGAGE ("Security Instrument") is given on November 6th, 1992 The mortgagor is SOPHIA BORIS, DIVORCED AND NOT SINCE REMARRIED

("Borrower")

This Security Instrument is given to

MARGARETTEN & MOMPANY, INC.

, and whose address is

under the laws of the state of New Jersey One Ronson Road, Inclin, New Jersey 08830

Borrower owes Lender the principal sum of

which is organized and existing

("Lender").

One Hundred Seventy Thousand, One Hundred and 00/100

S. \$ 170.100.00 This debt is evidenced by Borrower's note dated the same date as this Security (U.S. \$ 170,100.00) 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 paymile 2022. This Security Instrument secures to Londer: (a) the repayment of the debt on December 1st, 2022. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all r new ils, 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 County, Illinois:

LOT 18 (RXCEPT THE NORTH 40 FEET AND EXCEPT THE SOUTH 77 FEET OF SAID LOT) IN JOHN W. THOMPSON AND COMPANY'S SECOND ADDITION TO ELMWOOD PARK GARDENS, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN# 12-25-200-029-0000

> CEPT-01 RECORDINGS T48888 TRAN 4548 **#33.50** TRAN 4548 11/25/92 14:50:00 \$ 31128 \$ *-92-887710

COLK COUNTY RECORDER

92887710

which has the address of

3108 N OLEANDER CHICAGO, IL 60635 ("Property Address");

TOGE THER 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 seised 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.

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

MAR-1205 Page 1 of 5 (Rev. 5/91)

Replaces MAR-1203 (Rev. 7/87)

Form 3014 9/90

33 mil

A RONTON ROAD SELIN, NJ 08830 TTEN & COMPANY, INC.

(CR/L WW) SOUTHWAY

MAH-1205 Puge 5 of 5 (Rev. 5/91)

IFTINOIZ-BINCI'E EVMITA-ENMVALHTMC DNIEDEM INSLEDMENT

Notary Public, State of Illinois My Commission Expires 10,2/93 Gall Maher "OFFICIAL SEAL"

My Commission expires:

06/6 FIOE ILLOU

1885

To YED November

Given under my hand and official scal, this **64P**

free and voluntary act, for the uses and purposes therein set forth. before me this day in person, and acknowledged that he, she, they signed and delivered the said instrument as his, her, their personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared

I, the Undersigned, a Motary Public in and for suld county and state, do hereby certify that SOPHIA BORIS, DIVORCED AND NOT SINCE REMARRIED

COOK

STATE OF ILLINOIS,

And the Line Par And

V COIT

Fig. 7

-BOLLOMBL

-BOLLOMEL

Boyis-Bollomer TH405-

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

> 1-4 Family Rider The following Riders are attached:

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

UNOFFICIAL SCOPY

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

- 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 the reinstatement) before alle of the Property purantific tolarly 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 round 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 tien of this Security Instrument, if ender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue inchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain futty effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Palagraph 17.
- 19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payment; due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to reale 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 per of 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 serves shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are per erally 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 Flazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any covernmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as 'oxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or texic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and rad oactive materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where 'ne 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 (act as 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.

WVE-1302 Late 3 of 2 (New 5/61)

ITI'INOIZ-BINCTE EVMITA-ENMY\EHI'MC DNIEDEM INSLEDMENL

06/6 F100 WOL

of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year Bottower shall occupy, catabilah, and use the Property as Bottower's principal residence within sixty days after the execution

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leassholds. Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security If under Paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting posipone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments.

Unless Lender and Borrower otherwise aguse in writing, any application of proceeds to principal shall not extend or FODBY suchs sectored by this Sectivity Instrument, whichier or not then due. The 30-day period will begin when the notice is given. At a plaim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or abandons the Property, or does not answer within 30 days a notice from Lender that the insurance garrier has offered to settle to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the Lender, Lender may make proof of loss if not made promptly by Borrower.
Unless Lender and Borrower officiwise agree in writing, insurance proceeds shall be applied to restoration or repair of

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

opičon, obidin čovenage to pičičeť Lender's rights in the Property in accordance with Paragrado, that Lander requires. The hrauging carrier providing the insurance shall be chosen by Borre and ject to Lander's approval which shall not be unreasonably withheld. It Borrower fails to maintain coverage described at over Lander may, at Lander's floods or flooding, for which Lender requires insurance. This insurance shall be maintain a ir, the amounts and for the periods

E. Hazard or Property Maurance. Borrower shall keep the improvements now adding or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including one or more of the actions set forth above within 10 days of the giving of notice.

over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take lien to this Security Instrument. It Lender determines that any part of the Pop Ary is subject to a lien which may attain priority the enforcement of the fien; or (c) secures from the holder of the lien an agree ment satisfactory to Lender subordinating the the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent in writing to the payment of the obligation secured by the lien in a maintent acceptable to Lender; (b) contests in good faith Borrower shall promptly discharge any lien which has priority or extrily Instrument unless Borrower: (a) agrees

payments. paragraph. It Rostower makes these payments directly, Berton et shall prompin turnish to Lender receipis evidencing the directly to the person owed paying it. Borrower stall promidy in this follower all notices of amounts to be paid under this 2. third, to interest due; fourth, to principal due; and last, to any late charges due under the Mote.

4. Chargest Lieus, Borgower shall pay all last s. sessments, charges, lines and impositions attributable to the Property which may attain priority over this Security instrument, and leasthold payments or ground reats, it any, Borrower shall pay them on time these obligations in the manner, Borrower shall pay them on time

I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph

3. Application of Payments. Unless arritionable law provides otherwise, all payments received by Lender under Paragraphs

by this Security Instrument.

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

more than twelve monthly payments, at Lender's sole discretion.

Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case for the excess Funds in acci rdance with the requirements of applicable law. If the amount of the Funds held by Lender at

If the Funds held by a cader exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

instrument. which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Borrower, withto, it charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting or verifying the Escrow liens, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Punds to pay The Funds shall be neld in an institution whose deposits are insured by a federal agency, instrumentality, or entity

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

UNOFFICIAL COPY

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 amount 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 [nat] pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage equired 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 or 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 creation of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make recapnable entries upon and inspections of the Property. Lender shall give

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned

and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shell be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrow and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or walkers 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 36 c ays 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 arount of such payments.

11. Borrower Not Released; Forbearance by Lender Not a Walver. Extension of the time for pryment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor is 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 wherewise 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.

UNOFFICIAL COPY

Property of County Clerk's Office

92587710

60904171

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 6th day of November 1992 and is incolorated 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 MARGARETTEN & COMPANY, INC., a componation organized and existing under the laws of the state of NEW JERSEY

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 3108 NOLEANDER, CHICAGO, IL 60635

Property Address

- 3-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenar, and agree as follows:
- A. ADDITIONAL PROPERTY SUPECT 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 this Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate of the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Coperty."
- 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 are allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior we sten procession.
- 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 Q, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

Form 3170 9/90

UNOFFICIAL COPY

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

appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property receiver sauii be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the of and managing the Property and collecting Rents, including, but not limited to, attorney's fees, receiver's fees, premiums law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay for the benefit of Lender only, to be applied to the sums secured by the Security instrument, (ii) Lender shall be entitled If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee

If the Renti of the Property are not sufficient to cover the costs of taking control of and managing the Property

without any showing as to the inadequacy of the Property as security.

and of collecting the Reals any funds expended by Lender for such purposes shall become indebtedness of Bottower

Borrower represents and varrants that florrower has not executed any prior assignment of the Rents and has not to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Lender, or Lender's agents of a judicially appointed receiver, shall not be required to enter upon, take control of and will not perform any act (1,9), would prevent Lender from exercising its rights under this paragraph.

terminate when all the sums secured by the Security Instrument are paid in full. or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or

has an interest shall be a breach under the Security instrument and Lender may invoke any of the remedies permitted I. CROSS-DEFAULT PROVISION. Borrower default or breach under any note or agreement in which Lender

by the Security Instrument.

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

00\0 0\1E m103

Keplaces MAK-6015 Page 2 of 2 (Res. 3787) MAR-6013 Page 2 of 2 (Rev. 5/91) MULTISTATE 14 FAMILY RIDER—FUMA/FHLMC