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SHEARSON LEHMAN HUTTON MORTGAGE CORPORATION STORY SHOWS LONG TO STREET OF THE STORY ROLLING MEADOWS, IL 60008

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LOT 16 IN BLOCK 27 IN GAPPIELD SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP: 40 NORTH, TRANCE 13, TERST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, THIRD TO SOUR SERVED AND A SOURCE OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, THIRD TO SOUR SERVED AND A SOURCE OF THE THIRD PRINCIPAL SERVED AND A SOURCE OF THE THIRD PRINCIPAL MERIDIAN, AND A SOURCE OF THE THIRD PRINCIPAL MERIDIAN, AND A SOURCE OF THE THIRD PRINCIPAL MERIDIAN AND A SOURCE

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6. Occupancy, Preservation, Meintenance and Projection of the Property: Borrower's Loan Application, Leadelbolds. Bonc we shall a super enterior and the import as Bonce is building to the control while for the control of the secund of the secund and and cost particles. par the dependence of the particular of the particular which has the address of ... 1817 N.KEDVALE.....

bings to a series that being a cannel or tent imported in the property includes the probability of a new parties of the property of the series of the series

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 select of the estate hereby conveyed and has the right to montgage, 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 definances, all places to say 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.

Form 3014 9/90 (page 1 of 4 p

\$32.59

UNIFORM COVENANTS. Borrower and I

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

Subject to applicable law or to a written waiver by Lender, Borrower shall 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower st 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; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage fraugence paymiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisition of 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 tederal Real Estate Settlement Procedures Act of 1974 as amounted from time to time, 12 U.S.C. \$ 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 ourrent data and reasonable estimates of expenditures of future Encounters in accordance with applicable law. 2 Funds for Taxes and insurance.

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 tederal 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 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, uniess 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 shall give to Borrower, without charge. In a must 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

If the Funds held by Lender exceed the amounts permitted to be need by applicable law. Lender shall account to Borrower for the exce as I unds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is any of the Escript to pay the Escript terms when due, Lender may so notify Borrower in writing, and, in such case Borrower shall play of Linder the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monail to syments, 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 perigraph 21, Lender shall acquire or sell the Property, Shall series of the Property, shall series of the Borrower and the Property shall series of the Borrower and the Borrower and the Property shall series of the Borrower and the Property shall series of the Borrower and the Bor

of the Property, shall apply any Pino I hald by Lander at the time of acquisition of sale as a credit against the authors secured by this Security Instrument.

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

4. Charges; Liens. Borrower shall due; all taxes, assessments; bharges; fines and impositions attributable to the Property which may attain priority over this: Sec sitly I intrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in caragraph 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 paragraph. If Borrower makes these payments directly. Porrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which cas 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, is july proceedings which in the Lender's opinion operate to prevent the enforcement of this lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. It Lender determine that any part of the Property is subject to a lien which the state of the lien to the Security Instrument. may attain priority over this Security Instrument, Lender may give B roo er a notice Identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above winin 10 days of the giving of notice.

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

All insurance policies and renewals shall be acceptable to Lender and shall including standard mortgage clause.

Lender shall have the right to hold the policies and renewals. It bender requires, Borrower shall promptly give to Lender all receipts of policy and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier

receipts of poid premiums and renewal notices. In the event of loss, Borrower shall give or any in notice to the insulance 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 an alled 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 putch to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has different to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restors 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.

Liness Lender and Borrower otherwise agree in writing, any application of proceeds to principal she", not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the Jar (nents, if under paragraphs 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds of the monthly payments referred to the pay insurance policies and proceeds of the monthly payments referred to to pay insurance policies and proceeds of the monthly payments referred to to pay insurance policies and proceeds of the monthly payments referred to to pay insurance policies and proceeds of the monthly payments from

under paragraph 21 the Property is acquired by Lender, Sorrower's right to any insurance policies and proceeds of all pg 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 exteriuating 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 destroy, darriage of impair are rioperty, allow the rioperty of countries, of confirm water of the rioperty.

  In default if any forfeiture action or proceeding, whether olvid or criminal, is begun that in Lender's good faith judgament could result in forfeiture of the Property or otherwise materially impair the iten 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 lies created by this Security Instrument or Lender's security interest. Borrower shall be a determined the force distinction or attements. 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. It Borrower falls 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

Initials J. N.P. M.R.

the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture of to entorbe laws or regulations), the 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 adjions may include paying any sums secured by a lien which has pilotity over this Security instrument, appearing in court, paying reasonable attorneys' less and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lander-bore not have to do no.

Any smooths' disbursed by Lander the lander this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lander to the lander to the lander to the lander that the lander than the lander than the lander than the lander that and shall be payable, with interest, upon notice from Lender to Borrower requesting navment. ce laws or regulations), then

if Lender required mortgage insurance as a condition of making the loan secured by 8. Mortgage insurance. 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 of 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 Lander each month a sum equal to one-twelfth of the yearly mortgage insurance pre-mium 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 their of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law. cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender If.

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 fleu of condemnation; are hereby.

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether, or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sum. Is cured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, it is less than the amount of the sums secured immediately before the taking, unlers Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be aprilled to the sums secured by this Security Instrument whether or not the sums are then due, if the property is abandoned by Sorrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Bo rower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply or proceeds, at its option, either to restoration or repair of the Property or to the sums

an award or sattle a claim for damages. Be rower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply or proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or then due.

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

11. Borrower Not Peleased; Fo be prance By Lander Not a Walver. Extension of the time for payment or modification of amortization of the sum and the security instrument granted by Lander to any successor in interest on Borrower successors 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 I noter 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; Join. And Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and benefit the rucessors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements that be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing. Any Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lander and or other Borrower's naterest in the Property under the terms of this Security Instrument or the Note without that Borrower's consent.

consent.

13. Loan Charges. If the loan secured by this Security Instrument ir sub, act 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 the seeded permitted limit; and (b) any sums already collected from Borrower which the seeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal of the refunding and the seeded permitted limits will be

refunded to Borrower. Lender may choose to make this refund by reducing the principal of the Note or by making a direct payment to Borrower (if a refund reduces principal, the reduction will be treated as a partic prepayment without any prepayment charge under the Note of 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 given by delivering it or by Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given or first class mail to Lender(s address stated hereing) or any other address Lender designates by notice to Lender shall be given or first class mail to Lender(s address stated hereing) or any other address Lender designates by notice to Lender shall be given or ded for in this Security instrument shall be deemed to have been given to Borrower of Lender when given as provided in the first agreement of the security instrument shall be governed by federal as and the law of the jurisdiction in which the Property is located in the event that any provision or clause of this Security instrument, and the Note conflicts with applicable law, and conflict shall not affect other provisions of this Security instrument, and the Note as declared to be severables up a provision of this Security instrument, and the Note as declared to be severables up a provision of this Security instrument, and the Note as declared to be severables up a provision of this Security instrument, and the Note as declared to be severables up a provision of this Security instrument, and the Note as declared to be severables up a provision of this security instrument, and the Note as declared to be severables.

given inflect without the conflicting provision. To this end the provisions of this Security instrument and the Note as declared to be severable. The property of the provision of the security instrument and the Security instrument.

16. Borrower's Copy... Borrower shall be given one conformed copy of the Note and of this Security instrument. The Property of a Beneficial interest in Borrower and Borrower in it all or any part of the Property of a Beneficial interest in Borrower is contained and Borrower is not a datural person) without Lender's prior written consent, Lendermay at its option, require immediate payment in tull of all sums secured by this Security instrument. However, this option shall not be exercised by Lender's express this option, tender shall not be exercised by Lender's exercise is prohibited by federal law as of it 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. Security instrument and a payer the right to have an force or the earlier of the earlier of this Percent shall have the right to have anforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 6 days (or such other period as

18. Borrower's Right to Reinstate. Solutions to the anion 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 applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this applicable law may specify for reinstatement and the Note as if no acceleration had occurred: (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 covernate, on agreements; (c) pays all expenses incurred in enforcing this Security instrument, and the including but not ifmitted to, reasonable attorneys' (eas; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security instrument shall continue unchanged. Upon reinstatement by Borrower, this Security instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred: However, this right to reinstate shall not apply in the case of acceleration under paragraph 17...

19. Sale of Note; Change of Loan Servicer. The Note on a partial interest in the Note (together with this (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security instrument. There also may

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FNMA/FHLMC Form 3014 (9/90) (page 4 of 4 pages)

(11/85) Se/OI) JIBADBAG

MACCOMMESTIC STATE OF ILLIANDS DENSE M PRIPE.

/ Silong VinoN
My commission Expires:
Given under my hand and official seal, this ISEh day of DECEMBER, 1992
THEIR free and voluntary act, for the uses and purposes therein set forth
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
said county and state do hereby certify that JOSE A. HIVAS and MILAGROS RIVAS, HIS WIFE
tof bins of oile 19 quatoria a. Saving 2009 a line has 2009 4 3200, tests with a set bins utang the set bins
STATE OF ILLINOIS COUR COUNTY SS:
Space Below This Line for Acknowledgement]
16wono8
(ISO2)
1-Bollower
(lsed)
PAVIR SORDALIM
(1802) Court address (1802)
-BOOTOB-
(lises) Day of Sold X Man John Sold Sold Sold Sold Sold Sold Sold Sold
:SORESTATION
BY SIGNING BELOW, Borrower accepts and agrees to the erms and covenants contained in this Security instrument and record of this it.
Opposite (a) [abecity]
Graduated Psyment Fider 1. Planned Unit Development Rider 2 Second Home Rider Rider 3 Second Home Rider
Control supplication and supplication to the Figure 14 Family Rider  Adjustable Rate Rider  Condominium Rider
[Check applicable box(es)]
24. Riders to this Secutify instrument: If one or more iders are executed by Borrower and recorded together with this Secutify instruments and agreements of each such rider shall be incorporated into and shall amend and supplement the coverants and agreements and agreements and agreement the coverants and agreement and Security Instrument.
23. Walver of their steads. Borrower walves all right of homestead exemption in the Property.
SS. Release. 1) on payment of all sums secured by this Security instrument, Lender shall release this Security instrument, Lender shall release this Security instrument, which costs.
purauing the respect so title evidence. attomeys' lees alt coets of title evidence.
instrument by juiciti proceeding, Lender shall be entitled to collect all expanses incurred in sums secured by this Security instrument without further demand and may foreclose this Security
acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any 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
and sale of the Property. The notice shall further inform Borrower of the right to reinstate after
acceleration of the sums secured by this Security instrument, foreclosure by judicial proceeding
days from the date the notice is given to Borrower, by which the datault must be cured; and (d)
prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) a date, not less than 30 shall specify: (a) the default; (c) a date, not less than 30
S1. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration not to a coeleration.
NON-UNIFORM COVENANTS. Borrower and Lender further covernant and agree as follows:
in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, satety or environmental protection.
pesticides and herbicides, votatile solvents, materials containing aspectos or formaldehyde, and radioactive materials. As used

any other information required by applicable law.

20. Hazardous Substances on the naw 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 on or in the Property. Borrower shall not do, not allow anyone else to do, anything or release of any Hazardous Substances on or in the Property of the preceding two sentences shall not apply to the presence, use, or storage on the Property of analt quantities of the Property substances that are generally recognized to be presence, use, or storage on the Property of analt quantities of the Property substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property substances that the confined to other scrion by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which the remedial actions in accordance with Environmental in Property is necessary. Borrower shall promptly take all necessary temedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances affecting the Property is necessary. Borrower shall promptly take all necessary temedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances: gestione, kenosene, other flammable or toxic paragraph products, toxic paragraphs of the paragraph and any products, toxic paragraphs and any products, toxic paragraphs.

Besticides and the following substances: gestione, kenosene, other flammable or toxic percentages.

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 with be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and she is not not the new Loan Servicer and the address of the new Loan Servicer and the address to which payments should be made. The notice will also contain name and the new Loan Servicer and the address of the new Loan Servicer and the same the servicer and the servicer an

## UNOFFICIAL COPY,

## **Assignment of Rents**

THIS 1-4 FAMILY RIDER is made this 15th day of <u>December</u> , 19 92, and is incorporated into an abali be deemed to amend and supplement the Morigage. Deed of Trust or Security Deed (the "Security Instrument") of the same date								
given by the undersigned (the "Borrower") t								
	g the Property described in the Security instrume							
1617 N KEDVALE	CHICAGO, IL 80839							
	(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: build, a materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection will the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air ending in the prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, link), 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 to placements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the totago of together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument as the "Property".
- B. USE OF PROPERTY; CONCLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lend ( h is agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governments or any applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien interior to the Security instrument to be perfected against the Property without London's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall main all insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covanant 5.
  - E. "BORROWER'S RIGHT TO REINSTATE" DELETED, Uniform Covenant 18 is deleted.
- F. BORFIOWER'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 emilling covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall as all n to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignmen, Under 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.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, requireless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that rach tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (I) Lender has given Borrower notice of default 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. This assignment of Rents constitutes an absolute assignment and not an assignment to, additional security only.

If Lender gives notice of breach to Borrower: (i) all Pents received by Borrower shall be held by Borrower as truster in the benefit of Lender only, to be applied to the sums secured by the Security instrument; (ii) Lender shall be entitled to collect and receiver all of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender superior upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limit out, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (iv) Lander's agents or any judicially appointed receiver shall be liable to account for only those Pents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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 any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Sorrower represents and warrants that Sorrower has not executed any prior assignment of the Henis and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

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

C/O/A/S O/F/CE

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

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Proper before or atter giving notice of default to Borrower. However, Lender, or Lender, a gents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender any time when a default occurs, and application of Rents shall suminate when all the secured by the Security instrument are paid in full.