JNOFFIC BERNOTES (DOK C - SVILLE ENGERNAL) ILLINOIS-Bingle Family-Fannio Mas/Proddio Mac Whitorm instrument

TOYN SEKAICE CENTER HOME SYMINGS OF AMERICA PATTI MECARTHY
THIS INSTRUMENT PREPARED BY:

85690058

9 YE O THE MATCH AND MARIA C. AMATO, HUSBAND AND WIFE AND MICHELE BONANNO AND ANTONINA **РЕСЕМВЕН** 

MAILED OR DELIVERED TO THE ABOVE VIT MOLICES LO TEMDER SHVIT BE CILL OF INDUSTRY, CALIFORNIA 91716-0015

(Space Above This Line for Recording Date)

#### MORTGAGE

'SSENGGV

P.O. BOX 60015

no novig si ("Inomurizal glaussel") SOADTHOM SIHT.

BONANNO' HUSBAND AND WIFE

under the laws of the United States of America, and whose address is 4900 Rivergrade Road, Irwindale, California ("Borrower"). This Security Instrument is given to HOME SAVINGS OF AMERICA, F.A., which is organized and existing

91706-1404 ("Tender"). Borrower owes Lender the principal sum of

ONE HOWDER THENTY THOUSAND AND NOTIO

). This debt is evidenced by Borrower's note Pollars (U.S. \$ 120,000,001

- ութ անվ Հավ Նուս օրթ աօկամ իկթվ ton it, adob this security linearing ("Nois"), which provides for mountly paying a bit security the full debt, it is possible on the angle on the angle of the an

secutify of this Security instrument, and (e) the performance of Borrower's covernits and agreements ander this Security modifications of the Mote; (a) the payment of all other sums, with interest, advanced under paragraph 7 to protect the secures to Lender: (n) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and

Instrument and the Note, For this purpose, Borrower does hereby montaige, grant and convey to Lender the following described property located in COUNY, Himois: at bomant ynagord badiraeab

LEGAL DESCRIPTION AS PER EXAMENT "A" ATTACHED HERETO AND MADE A PART HEREDF.

COMMONEY KNOWN AS 3704 EMERSON AVENCE, ROLLING MEADURS,

PTN: 02 26 409 012

COOK COUNTY RECORDER രയ്ക്കുന്ന 00:21:91 86799710 TRAN 5307 OCUI-OI BECOBLIBE

Open Open Coope

BOTTING WEYDOMS

(495)

[paries]

80009 3104 EMERSON AVENUE To assurbly off and delide

sionIII

("Property Address");

Igh cost

TOGETHER WITH all the improvements now or hereufter erected on the property, and all ensements, appurenment, and fixtures now or hereufter a part of the property. All replacements and additions shall also be covered by this Security Instrument, as the 'Property.''

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

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

Bound 3014 9/80 (pape 1 of 5 pages)

### **UNOFFICIAL COPY**

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 Heu 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. § 2601 ct 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 Escriw Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escriw necount, 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. Utless an agreement is made or applicable by 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 Hunds 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 Escripp Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amour, necessary to make up the deficiency. Borrower shall make up the deficiency in

no more than twelve monthly payments, at ...... ler's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Punds 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 Punds 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 prepaymer, charges due under the Note; second, to amounts payable under

paragraph 2; third, to interest due; fourth, to principal die; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, as a sessments, 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?, 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 mar ner 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 confifying 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.

5. Huzard 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 Dorrower 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 win paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortia; 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

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 acquired 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.

#### UNOFFICIAL CORY

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 Londor'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 proceduling in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and properly 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 a maneys' 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 (12b) reed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Dorrower 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

Mortgage Insurance if Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall any 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 morigage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage haurance previously in erect, from an alternate inorgage haure approved by Lender. If substantially equivalent mortgage haurance coverage is not available. Dorrower 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, we and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be regulred, 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.

9. Inspection. Lender or its agent may make reasonable 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 to dringes, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conve/ance in lieu of condemnation, are hereby assigned

In the event of a total taking of the Property, the proceeds shall be applied to it e 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 give or than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Leoder otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds prolitiplied 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 factial 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 Horrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether many are sums are then due.

If the Property is abandoned by florrower, or if, after notice by Lender to florrower that de condemner offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or remark of the Property

or to the sums secured by this Security Instrument, whether or not then due.

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

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or

modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Horrower 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.

92006958

Walver of Hameslead. Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of ittle evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in is not cured on or before the dute 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 of all sums secured by this Security Instrument. 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 of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must 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

NON-INREORM CONEMYALZ: Bottower and Lender further covenant and agree as follows:

that relate to health, safety or environmental protection. Borrower shall promptly take all necessary remedial actions in accordance with Environness all Enw.

Borrower shall promptly take all necessary remedial actions in accordance with Environness all Enw.

As used in this paragraph 20, "Hazardous Substances: gesoline, kerosene, other flammable or toxic caroleum products, toxic pershieldes, and the following substances: gasoline, as a contained or toxic caroleum products, toxic pershieldes, and herbicides, noticely materials. As a state in this paragraph 20, "Environnental Law" means federal laws and laws of the jurisdiction where, no Property is located that delay to bestly substances and property is penalted.

regulatory authority, that any removal or other remediation of any Hazardous Substance of certaing the Property is necessary, any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or it notified by any governmental or

Borrower shall prompily give Lender written nutice of any investigation, claim, demand, lawsuit or other action by

to normal residential uses and to maintenance of the Property. the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate

20. Hazardous Substances. Borrower shall not cause or perm, the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, any manyone else to do, anything affecting

The notice will also contain any other information required by applicable law. Servicer, Borrower will be given written notice of the change in a contance 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. also may be one or more changes of the Loan Servicer Larel led to a sale of the Note. If there is a change of the Loun (known as the "Loan Servicer") that collects monthly payme us due under the Note and this Security Instrument. There instrument) may be sold one or more times without prior louice to Borrower. A sale may result in a change in the entry

right to reinstate shall not apply in the case of accelenction under paragraph 17.

19, Sale of Soie Change of Lonn Servicer. The Note or a partial interest in the Note (together with this Security)

the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security in-strument and the obligations secured hereby shall comain fully effective as if no acceleration had occurred. However, this require to assure that the tien of this Security Latenment, Lender's rights in the Property and Borrower's obligation to pay Security Instrument: or (b) entry or a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covernance or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, casonable attorneys' (ces; and (d) takes such action as Lender may reasonably enforcement of this Security ins rement discontinued at any time prior to the enfler of: (a) 5 days (or such other period as applicable has may specify for remstatement) before sale of the Proporty pursuant to any power of sale contained in this 18. Borrower's Roll to Reinstate. It Borrower meets certain conditions, Borrower shall have the right to have

any remedies permitted by this Security Instrument without further notice or demand on Borrower. of not less than 3C of ya from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Institute at. If Borrower fails to pay these sums prior to the expitation of this period, Lender may invoke

If Lenders servises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

law as of the day of this Security Instrument

person) without Lender's prior written consont, Lender may, at its option, require inunctiate payment in full of all sums secured by this Seturity Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal 16. Borrower's Copy. Borrower shall be given one conformed copy of the Mote 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 an infurnity in it is sold or transferred (or if a beneficial interest in Borrower is not as million assertion asserts).

are declared to be severable.

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 and the provisions of this Security Instrument and the Note 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 Mole jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Mole jurisdiction or clause of this Security Instrument or the Mole

in this paragraph.

first class mail to Lender's address stated berein 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 Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by 14. Motlees. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by first class mail unless applicable law requires use of another method. The notice shall be directed to the

any prepayment charge under the Mole.

be refunded to Borrower. Lender may choose to make this refund by reduction will be treated as a partial prepayment without a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will wing the loun exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce charges, and that haw is finally interpreted so that the interest or other loan charges collected or to be collected in connection 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sees maximum foun

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)] 1-4 Family Rider Adjustable Rate Rider Condominium Rider Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider Second Home Rider Balloon Rider Rate Improvement Rider Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witnesses Borrower MARIO A. AMATO (Seal) Borrower MARIA C. AMATO (Sral) Horrower MICHELE BONANNO (Sent) ANTONINA BONANNO For Achnowledgment) (Space Below This Line LOAN NO. 1390913-0 State of Illinois Cook County 88 Donna M. Lyp a notary public in and for said county and state, do hereby 1. certify that MARIO A. AMATO AND MARIA C. AMATO, HUSBAND AND WIFE AND MICHELE BONANNO AND ANTONINA BONANNO, HUSBAND AND WIFE personally known to me to be the same person(s) whose name(s) ARE. subscribe to the foregoing instrument. signed and delivered the same instrument appeared before me this day in person, and acknowledged that THEY free and voluntary act, for the uses and purposes therein set forth. THEIR 19 91 Given under my hand and official seal, this day of DECEMBER 20th My commission expires: 09/23/95

92000958

PUBLIC STATE OF ILLINOU

PARCEL 1B:

THE EAST 65. O FEET OF THE WEST 151. O FEET OF THE NORTH 101. 20 FEET OF LOT 32 IN FIRST ADDITION TO PLUM GROVE ESTATES BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN:

AL90

PARCEL 28:

EASEMENTS AS SET FORTH IN THE CERTIFICATE OF SURVEY DATED JULY 19, 1967 AND RECORDED JULY 31, 1967 AS DOCUMENT 20 213 568 BY FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION, A CORPORATION OF THE UNITED STATES OF AMERICA, AND AS TREATED BY THE DEED FROM FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION, TO ERNEST E. NELSON AND ELEANOR E. NELSON, DATED AUGUST 7, 1967 AND RECORDED OCTOBER 2, 1967 AS DOCUMENT 20 277 592 FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND DRIVEWAY OVER AND ACROSS THE EAST 10.0 FEET OF THE WEST 156.0 FEET OF THE NORTH 106.0

FEET TOGETHER WITH SOUTH 10. O FEET OF THE NORTH 106. O FEET OF THAT PART LYING EAST OF THE MEST 156. O FEET OF LOT 32 (EXCEPT THAT PART The County Clarks Office THEREOF FALLING IN PARCEL 19) IN FIRST ADDITION TO PLUM GROVE ESTATES AFDREBAID, ALL IN COOK COUNTY, ILLINOIS.

INITIAL

# UNOFFICIAL COPY

Serry Ox Cook County Clerk's Office

97006958

**Assignment of Rents** 

LOAN NO. 1390913-0

THIS 1-4 FAMILY RIDER is made this 20th day of DECEMBER . 19 91 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the THIS 1-4 FAMILY RIDER is made this day of "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to HOME SAVINGS OF AMERICA, F.A. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3704 EMERSON AVENUE ROLLING MEADOWS IL 80008

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 purpose 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, awain is, 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 14 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 Coverant 5.

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 forrower 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 lease; it, 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, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender 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. 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 for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument (i), Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Proper's shall pay all Rents due and unpaid to Lender or Lender's agents 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 anyl managing the Property and collecting the Rents, including, but not limited to, 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 suns secured by the Security Instrument: (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and many group. 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 P operty and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to its over secured by the

Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not

form any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents 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. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. 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

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

(Seal) **AMATO** MARIO A. AMATO

(Seal) M1CHELE BUNANNO ANTON MULTISTATE 1-4 FAMILY RIDER—Fannio Mae/Freddie Mac UNIFORM INSTRUMENT

Bornson ANTONINA BONANNO

Form 3170 9/90

(Scal)

(Scal)

## **UNOFFICIAL COPY**

Property or Coot County Clert's Office