

# UNOFFICIAL COPY 92086019

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## MORTGAGE

0114028863

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 5, 1992**  
The mortgagor is **JAN HASTUK AND JADWIGA HASTUK, HIS WIFE**

("Borrower"). This Security Instrument is given to

**NORTHWESTERN SAVINGS AND LOAN ASSOCIATION**,  
which is organized and existing under the laws of **THE STATE OF ILLINOIS**,  
**2300 N. WESTERN AVE., CHICAGO, IL 60647**

("Lender"). Borrower owes Lender the principal sum of  
**ONE HUNDRED FIFTEEN THOUSAND----- AND NO/100**

Dollars (U.S. \$ **115,000.00**). This debt is evidenced by Borrower's note dated the same date as this Security  
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on  
**MARCH 1, 2022**. This Security Instrument secures to Lender: (a) the repayment of the debt  
evidenced by the Note, with interest, and all renewals, extensions, and modifications of the Note; (b) the payment of all other  
sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of  
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby  
mortgage, grant and convey to Lender the following described property located in

**COOK**

County, Illinois:

**LOT 12 (EXCEPT THE NORTH 15 FEET THEREOF), AND ALL OF LOT 11 IN BLOCK 30 IN THE  
HULBERT MILWAUKEE AVENUE SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE  
SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 1911 AS  
DOCUMENT NUMBER 7135633, IN COOK COUNTY ILLINOIS.**

P. I. N. #09-25-426-049

which has the address of

**7233 N. GLEANDER,  
[Street]**

**CHICAGO**

(City)

Illinois **60648**

(Zip Code)

("Property Address");

**ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**  
ITEM 1676 (9012)

Form 3014-9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■  
To Order Call 1-800-530-0393 or FAX 610-701-1331

350%

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Form 301A-9/90 (page 6 of 6 pages)

BOX 333 - TH

(Address)

2300 N. WESTERN AVE., CHICAGO, IL 60647

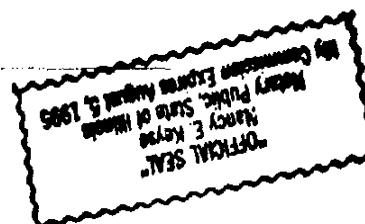
(Name)

VIVIAN MADEY

This instrument was prepared by  
Vivian Madey

Notary Public

Richie J. Haskuk  
Property of Cook County Clerk's Office  
1993



My Commission expires:

Given under my hand and official seal, this

day of **Sep**

and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein set subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **THEY** signed

, personally known to me to be the above person(s) whose name(s) **ARE**

do hereby certify that **JAN HASIUK AND JADWIGA HASIUK, HIS WIFE**

a Notary Public to and for said county and state,

County of

COOK

STATE OF ILLINOIS.

Witnesses:  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument  
and in any rider(s) executed by Borrower and recorded with it.  
JAN HASIUK Social Security Number 361-30-4308  
JADWIGA HASIUK Social Security Number 361-30-4595  
(Seal) (Seal)  
Borrower Borrower

24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]
- Adjustable Rate Rider       Condominium Rider       1-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider  
 Other(s) (Specify) \_\_\_\_\_

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

**3. Application of Payments.** Unless applicable law provides otherwise, all payment received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions, attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

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and terms of the jurisdiction where the trustee  
or borrower prior to acceleration follow  
1. (but not prior to acceleration under  
2. (a) the default; (b) the action required  
3. is given to holder, by which the debt  
4. specified in the notice may result in  
5. acceleration and sale of the property  
6. or borrowee ever to refuse to assert in  
7. acceleration and sale of the property  
8. debt exceeding and payable in  
9. demand and may require immediate  
10. payment or its option may be exercised  
11. further demand and may foreclose  
12. mortgage held by it in pursuance  
13. of all expenses incurred in pursuing  
14. or collecting the debt, including  
15. reasonable attorney's fees and costs of  
16. service and filing of process, and  
17. reasonable compensation for services  
18. rendered in connection with the  
19. collection of the debt.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Protection Agency regulations or any other federal laws and laws of the jurisdiction where the Property is located used in this paragraph 20. Environmental Law means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Furnishment and fixtures, volatile solvents, gasesoline, ketosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, following substances, asbestos containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

As used in this paragraph 20, "Environmental Management Law" shall mean any necessary remedial actions in accordance with Environmental Law.

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Management Law.

Authoring, that any removal of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Management Law.

Law of which Borrower has actual knowledge. If Borrower learns of its noticed by any government of Environmental Management Law or any party involving the Property and any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Management Law.

Governmental or regulatory body of any investigation, claim, demand, lawsuit or other action by any Borrower shall promptly give notice of any investigation, claim, demand, lawsuit or other action by any Borrower to normal residents and the occupants of the Property.

Paragraph 20 is in violation of any Environmental Laws. The proceeding two subsections shall not apply to the present, use, or disposal of any Hazardous Substances that are generally recognized to be appropriate to normal residential uses and the occupants of the Property.

Property that is in violation of any Environmental Laws. The proceeding two subsections shall not apply to the present, use, or disposal of any Hazardous Substances that are generally recognized to be appropriate to normal residential uses and the occupants of the Property.

20. **Hazardous Substances**. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or out in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Hazardous Substances on or out in the Property.

Also contains any other information required by applicable law.

applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this Security Instrument or (b) entry of a judgment notwithstanding the 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) gives any detail of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the loan 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 repossession 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.

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periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 8.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the same secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 3, 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.

**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, at his own expense, default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender or failed to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve 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.

**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 for damages, direct or consequential, in connection with any

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\* or let the borrower occupy the property as his principal residence.

**18. Borrower's Right to Redistribute.** If Borrower meets certain conditions, Borrower shall have the right to have replacement of this Security instrument disclaimed at any time prior to the earlier of (a) 5 days after period as

If I under-exercised this option, I would give Bontower 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 Bontower must pay all sums accrued by this not less than 30 days from the date the notice is delivered or mailed within which Bontower must pay all sums accrued by this Section 10.1(b) instrument. If Bontower fails to pay these sums prior to the expiration of this period, I under-exercised any

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

17. Beneficiary interest in Borrower. If all or any part of the Property or any interest in it is transferred for a beneficial interest in Borrower, the Note and of this Security Instrument.

18. Lenders prefer written consent. Lender may, at his 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.

**13. Governing Law; Severability.** This security instrument shall be governed by the law of the Commonwealth of Massachusetts. The parties hereto have consented to the jurisdiction of the state and federal courts located in Boston, Massachusetts, over any dispute arising out of or relating to this security instrument.

14. **Notices.** Any notice or information provided for in this Security Interest will be given by delivery to the party named above under the title.

**13. Loan Changes.** If the loan secured by this Security Instrument is subject to a law which sets maximum loans permitted so that the interest or other loan charges collected or to be collected in connection therewith exceed the maximum permitted by such law, the creditor will be entitled to a partial prepayment without any

**12. Subjects' Form and Assessors and Self-rated Lipidology: Cross-timers.** The covariants and associations of this secondary instrument shall bind and integrate the self-assessments and assessments of Leiden and Borromer, subject to the provisions of this paragraph 17. However, the self-assessments and assessments of Leiden and Borromer, subject to the provisions of this paragraph 17, shall be joint and several. Any borrower who co-signs the Security instrument shall be liable and severally liable and severally responsible and answerable for joint and several debts due under this Security instrument only to the extent of his/her share in the debts due under this Security instrument.

11. **Horrors of Kefrads; Fortebrac's Reward.**—Exposition of the time for payment of the sum received by Learner to any success in the execution of his scheme to dismember his instrument of power.

Address the matter and determine whether we agree in writing, and application of proceeds to principal shall not extend to payment of debts or expenses of collection.

If the Property is abandoned by the owner, or if, after notice by a leader to remove the condemned offers to make an award or settle a claim for damages, the owner fails to respond to a leader within 30 days after the date the notice is given, or is adjudicated to default and applies the proceeds, at its option, either to restoration or repair of the Property or to the sum secured by this security instrument, whether or not the due

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property the sum secured by this Security instrument immediately before the taking is entitled to an greater than the amount of the sum which the last market value of the Property immediately before the taking is entitled to an greater than the amount of the sum instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property the sum secured by this Security instrument shall be reduced by the amount of the sum which the last market value of the Property immediately before the taking is entitled to an greater than the amount of the sum instrument, unless Borrower and Lender otherwise agree in writing.

and/or termination of any part of the Properties, or for conveyance in lieu of condemnation, are hereby assented and

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## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 5TH day of FEBRUARY, 1992,  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

NORTHWESTERN SAVINGS AND LOAN ASSOCIATION

(the "Lender")

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

7233 N. OLEANDER, CHICAGO, ILLINOIS 60648

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bathtubs, 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, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property".

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**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

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Form 3170 9/90 (page 2 of 2 pages)

\* It is further understood and agreed, that in the event of execration of this assignment, the underrating will pay rent for the premises occupied by each and every month shall, in and of itself constitute a forcible entry and demand, maintain an action of forcible entry and detainer and obtain possession of said premises.

Holder  
(Seal)

Holder  
(Seal)

Holder  
(Seal)

JAN HASIUK

JAN HASIUK

JAN HASIUK

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

L-4 ROSS-DEFALTA PROVISION. Borrower's default or breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security instrument.

If the Rents of the Property before or after becoming due or payable, or any note or agreement in which Lender has an undivided interest in the Property, before or after becoming due or payable, shall not be required to enter upon, take control of or perform any act that would prevent Lender from exercising his rights under this paragraph, Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising his rights under this paragraph.

Borrower represents and warrants that the Security Instrument pursuant to Lender's consent, shall be held by the Security Instrument pursuant to Lender's consent.

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 and any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender showing as to the inadequacy of the Property as security.

To take possession of and manage the Property and collect the Rents and profits derived from the Property without any shall be liable to account for only those Rents actually received; and (v) Lender shall be entitled to have a receiver appointed and then to the sums secured by the Security Instrument, taxes, assessments and other charges on the Property, receiver's bonds, replevy and maintenance costs, insurance premiums, fees, receiver's fees, receiver's premiums on managing the Property and collecting the Rents, including, but not limited to, attorney's fees, premiums on otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (vi) unless applicable law provides collects and receive all of the Rents of the Property; (vii) Borrower agrees that each tenant of the Property shall pay all Rents due and the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to the benefit of Lender only, to be held by Borrower as trustee for Lender gives notice of breach to Borrower; (iii) all Rents received by Borrower shall be held by Lender for collection and not an assignment for additional security only.

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.