92141070

This instrument was prepared by:

BOMMUNITY BANK & TRUST COMPANY DE BOGEWATER 5340 North Clark Street Chicago Allinois 60640

#### 92-141070

### MORTGAGE

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THIS MORTGAGE is made this.	day of FEBRUARY
	and the contract of the contra
(herein "Borrower"), at	nd the Mortgagee,
COMMUNITY BANK & TRUST COMPANY OF EDGEWATER	, a corporation organized and
existing under the laws of ILLINOIS 5320 N. CLARK STREET, CHICAGO, ILLINOIS 60640	., whose address is
	the control of the co
WHEREAS. To rower is indebted to Lender in the principal sum of ****( 00.00) ****	IFTEEN THOUSAND and 00/100ths
****( Dollars, which	indebtedness is evidenced by Borrower's
note dated. FEBPJARY 28, 1992 (herein "Note"), providing for	or monthly installments of principal and
interest, with the bal in e of the indebtedness, if not sooner paid, due and pa	ayable on . REBRUARI. 20 ; 11997
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To SECURE to Lender (1) the repayment of the indebtedness evidence	ed by the Note, with interest thereon, the
and of all other come with interest thereon, advanced in accordance	b letewith to blotect the second, or time
Manager and the performance of the covenants and agreements of Borrows	er nerein contained, and (b), the repayment
remarks a decine with interest thereon, made to Horrower by Lender	Dursuant to paragraph 2 the content on
"Future Advances"), Borrower does ite eby mortgage, grant and convey to located in the County of	State of Illinois:
located in the County of	
(2) A service of the service of t	and the state of the
LOT 20 IN BLOCK 4 IN NICHOLAS MILLER'S SUBDIVISION OF	THE SOUTH WEST & OF THE
NORTH EAST & OF SECTION 7, TOWNSHIP OF NORTH, RANGE 14 PRINCIPAL MERIDIAN, (EXCEPT THE EAST 511 FEET THEREOF)	IN COOK COUNTY TILLINOIS.
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which has the address of 1916 WEST BERWYN, CHICAGO, ILLINOTS	
which has the address of 1916 WEST BERWYN, CHICAGO, ILLINOIS	(city)
hich has the address of 1916 WEST BERWYN, CHICAGO, ILLINOIS	(CIL)
which has the address of 1916 WEST BERWYN, CHICAGO, ILLINOTS [Street]  (herein "Property Address");  (street and zip Code)  TOGETHER with all the improvements now or hereafter erected on the street and the street	

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, ensements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

ILLINOIS -1 to 4 Family-6/77-FNMA/FHLMC UNIFORM INSTRUMENT

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S. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest

on any Future Advances secured by this Mortgage.

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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein, "Funds!"), equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof:

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits. Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of tayes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed

by Lender to Borrower requesting payment thereof.

Upon payment in (2) of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs I and 2 hereof stall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest and then to interest and

principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid it, such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Len ler all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shrif a ree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard 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 coverge", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided that Lender shall not require that the amount of

such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by no rewer subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and senewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of policies and renewals 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the access, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or

acquisition.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Morigage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider were a part hereof.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

the ambust of il mortgage insurance premiums in the Lender's written agreement manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

interest in the Property.

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

and shall be paid to Lender

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage. with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date such notice is mailed. Lender's outhorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the

Property or to the sums secured by this Mortgage.

Unless Lende, and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the dur date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of

such installments.

10. Borrower No. P. Peased. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Porr wer and Borrower's successors in interest. Lender shall not be required to commence proceedings against such succe so; or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by rearch of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable lay, some not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the parment of taxes or other liens or charges by Lender shall not be a waiver of Lender's

right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remed es provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Join, or Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall in it. to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. At covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under a policible law to be given in another manner. (a) any notice to Borrower provided for in this Mortgage shall be given by militing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return recent requested, to Lender's address stated herein, or to such other address as Lender may designate by notice to Borrowe, at provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender wite 1 given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of portgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction it, which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without he conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time.

of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or fransferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien w encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliance. (c a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by his Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer. Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the cradii of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be asset in the asset Lendershall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is, mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period. Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Acceleration: Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is malled to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by Judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice. Lender at Lender's option may declare all of the sums secured by this Morigage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees,

and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

### **UNOFFICIAL COPY**

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Of august franch	ATUN YHTOROG }
Sindly warm	OFFICIAL SEAL"
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	My Commission expires:
1991 YAAUAC"4 10 yeb	Given under my hand and official seal, this 28th .
Ndvila 1217	
	set forth.
free and veluntary act, for the uses and purposes therein	signed and delivered the said instrument as HER
17.15 di y in person, and acknowledged that . S. he	subscribed to the foregoing instrument, appeared before m
	betzousjik known in t
тигсег	do hereby certify that ROSALINA C. ALAO, a sp.
, a Notary Public in and for said county and state,	
Oomily ss:	STATE OF ILLINOIS, COOK
**************************************	
	'Q'
ROSALINA C. ALAO — Sonower	
Casaline C. Has	0,0
Mortgage.	IN WITHESS W IERI OF, Borrower has executed this
	23. Waiver of Momestead. Borrower hereby waives all
i Mongage, Lender shall release this Mortgage without charge ny.	10 Bortower, I or ower shall pay all costs of recordation, if a
	Alorigage, excerd the original amount of the Note plus US \$.
cured hereby. At no time shall the principal amount of the dyanced in accordance herewith to protect the security of this	indebtedness secured by this Mortgage, not including sums a
with interest thereon, shall be secured by this Mortgage when	make Future Advances to Borrower. Such Future Advances,
der, at Lender's option prior to release of this Mortgage, may	those rents actually received.  21. Future Advances. Upon request of Borrower, Len
ge. Lender and the receiver shall be liable to account only for	attorney's fees, and then to the sums secured by this Mortgage
be applied first to payment of the costs of management of the ceciver's fees, premiums on receiver's bonds and reasonable	
operty and to collect the rents of the Property including those	entitled to enter upon, take possession of and manage the Pr
nment of the Property, and at any time prior to the expiration in person, by agent or by judicially appointed receiver, shall be	
offect and retain such rents as they become due and payable.	hereof or abandonment of the Property, have the right to c
inder in Possession. As additional security hereunder, Borrower that Borrower shall, prior to acceleration under paragraph 18	
	no acceleration had occurred,
scions secured hereby shall remain in full force and effect as if	
equire to assure that the lien of this Mortgage, Lender's interest	(d) Borrower takes such action as Lender may reasonably re
d agreements of Borrower contained in this Mortgage and in col, including, but not limited to, reasonable attorney's fees; and	
coursined in this Mortgage; (c) Borrower pays all reasonable	hreaches of any other covenants or agreements of Borrower
Borrower pays Lender all sums which would be then due under s, if any, had no acceleration occurred; (b) Borrower cures all	

# 921/1070

## UNO FINAL ARIDEROPY Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 28th	av of FEBRUARY	
and is incompensed into and shall be deemed to amer	id and supplement the Morts	tage, Deed of Trust or Security Deed
(the "Security Instrument") of the same date given b COMMUNITY BANK & TRUST COMPANY OF EDGI	y the undersigned (the "Born WATER, CHICAGO, ILLI	rower") to secure Borrower's Note to NOIS 60640 (the "Lender"
of the same dute and covering the property described	in the Security Instrument	and located at:
1916 WEST BERWYN, CHICAGO, ILLINOIS 60	0640	
(F		

- 14 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. 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.
- B. SUBORDI ATE 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.
- C. 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.
  - D. "BORROWER'S RUNT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEAS'LS. 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 E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Bor over unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. 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 reres received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums seel red by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the senant.

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 its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintrin the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receive may do so at any time there is a breach. 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 the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any rate 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.

Y SIGNING BE	LOW, Borrower accepts	and agrees to the terms and provisions con	tuined in this 1-4 Family Rider
		Rozalina C. ALAO	Llar (Scal)
			(Scal)

## **UNOFFICIAL COPY**

Property Office County Clerk's Office