92201182



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6	MORTGAC	Manah 10	
THIS MORTGAGE ("Securi 992. The mortgages is	ty Instrument") is given on Michael Obremski, a b	achelor and Gloria	Obremski**
or control of the montgages of the control	""Sand" Borrower"). This Sec	urity Instrument is given t	o
HARRIS TRUST AND SACTAGE THE STATE	OF ILLINOIS	and whose address is	is organized and existing
Street, Chicago, II. 600 corrower owes Lender the principal	<b>(4)</b>	and whose meeting is in	("Lender").
forrower owes Lender the principal	sum ofSEVENTYTHO	USAND AND NO/LOU	enced by Rossower's note
ated the same date as this Socurity I ald earlier, due and payable on	nstrument (""Note"), which pro	yides for monthly payment	s, with the full debt, if not
aid earlier, due and payable on scures to Lender: (a) the repayment	Abrii I, 20	Vote with integers and all	This Security Instrument
ecures to Lender: (a) the repayment codifications of the Note; (b) the payr	nent of all other surva, with inter	est, advanced under paragra	ph 7 to protect the security
f this Security Instrument: and (c) the	e performance of Born (wer's co-	venants and agreements und	er this Security Instrument
nd the Note. For this purpose, Borro	wer does hereby mortgagy. Etar Cook	n and convey to Lender the	following described prop- County, Illinois:
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LOT 12 TH RECENT 1 TH	GEORGE TALAFOUS SUBD	IVISION OF BLOCK	35 IN CIRCUIT COUR
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PARTITION OF PARTS OF	SECTION 31, TOWNSHIP COOK COUNTY, ILLINOIS.	39 NORTH, RANGE 1	3 EAST OF THE THIR
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Form 3014 9790 (page 1 of 6 pages)

This instrument was prepared by George DeWindt, Harris Trust And Savings Bank, 111 Mest Monroe Street, Chicago, 1L 60603

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited  $\mathcal{O}^{\mathcal{O}}$ 

with this So and supplen	ecurity Instrument, the covenants a	ent. If one or more riders are executed and agreements of each such rider shall be fithis Security Instrument as if the rider(s) we	incorporated into and shall amend
	Adjustable Rate Rider	Condominium Rider	
	Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
	Balloon Rider	Rate Improvement Rider	Second Home Rider
	Other(s) [specify]		
BY S and in any	SIGNING BELOW, Borrower acception rider(s) executed by Borrower and	ts and agrees to the terms and covenants of decorded with it.	ontained in this Security Instrument
Witnesses:		Michael Opremski	Stransk (Scal) -Borrower
		Social Security Number	323-58-3889 remedi (Seal)
STATE OF I	LLINDIS,	Social Security Number  County ss:  ANALES a Notary Public	330-22-66/910wer
<b>f.</b>			
do hereby (	ertify that	remski, a pachelor and Gloria	obremski, divorced and no
since	remarriedpersona	ally known to me to be the same person(	(s) whose name(s)are
		eared before me this day in person, and	
signed and	delivered the said instrument as .	their	for the uses and purposes therein
set forth. Given	under my hand and official seal,	this 11 day of Mar	19.92
Note Mu C	OFFICIAL SEAL"  M B Gaines  Ary Public, State of Illinois  commission Expires 12/19/94	Notary	Tunes

(Space Below This Line Reserved For Lender and Recorder)

person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke

any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note: (\*) sange of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer"), that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given writter, notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrover shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazaropus Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of thy investigation, claim, demand, lawsuit or other action by 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 is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those sul stances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other frammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formal lehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the ju. soliction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 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 be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration (D) of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

23. Walver of Homestead. Borrower waives all right of homestead exemption in the 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 oplies 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 field in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lenor, it 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 constition 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 purmitted 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 of sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of requisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise. I payments 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. So, rower 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 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 7.

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and Lender or applicable law.

reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage a sum equal to one-twelfth of the yearly morigage insurance premium being paid by Borrower when the insurance coverage by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially reason, the mortgage inaurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the Lan secured by this

payment.

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

this paragraph 7, Lender does not have to do so.

paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, may do and pay for whatever is necessary to protect the value of the Property and Leider's rights in the Property. Lender's (such as a proceeding in bankrupicy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender contained in this Security Instrument, or there is a legal proceeding that may sign finearily affect Lender's rights in the Property

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements

merger in writing.

If Borrower acquires fee title to the Property, the icaschold and the ica title shall not merge unless Lender agrees to the a principal residence. If this Security Instrument is on a leaschoid, By frower shall comply with all the provisions of the lease. evidenced by the Note, including, but not limited to, represents ions concerning Borrower's occupancy of the Property as information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security proceeding to be dismissed with a ruling that, in I chaer's good faith determination, precludes forfeiture of the Bor rower's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or could result in forfeiture of the Property or otherwise materially impair the fien created by this Security Instrument or Lender's be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment destroy, damage or impair the Property. Jow the Property to deteriorate, or commit waste on the Property. Borrow: shall unreasonably withheld, or unless extenting circumstances exist which are beyond Borrower's control. Borrower shall not for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence Lesseholds. Borrower chall occupy, establish, and use the Property as Borrower's principal residence within sixty days

6. Occupancy Preservation, Maintenance and Protection of the Property; Borrower's Loan Application;

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Leader to the extent of the sums secured by this Security If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend

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

Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with give Bortower ractice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

and shall be paid to Lender.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to vides, the processus shall be applied to the sums secuted by this Secutity Instrument whether or not the sums are then due. mediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise prowhich the fair market value of the Property immediately before the taking is less than the amount of the sums secured imimmediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in (a) the total arrount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums fair marker value of the Property immediately before the taking is equal to or greater than the amount of the sums secured whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

is given, Lender is aum arized to collect and apply the proceeds, at its option, either to restoration or repair of the Property make an award or selies of damages. Borrower fails to respond to Lender within 30 days after the date the notice

Unless Lender and Bothower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not then due

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or or postpone the due date of the monthly payments referred to in paragraphis. Land 2 or change the amount of such payments.

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

this Security Instrument shall bind and benefit the successom and assigns of Lender and Borrower, subject to the provisions 12. Successors and Assigns Bound; Joint and Assign Liability; Co-signers. The covenants and agreements of a waiver of or preclude the exercise of any right or cerisely.

CODECME forbear or make any accommodations with regard to the terms of this Security includment or the Note without that Borrower's sums secured by this Security instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, Borrower's intelecting the Property under the terms of this Security instrument; (b) is not personally obligated to pay the Instrument but does not execute the Mote: (a) is co-signing this Seculity Instrument only to mortgage, grant and convey that of paragraph 17. Borrower's covenants and agreements shall be is int and several. Any Borrower who co-signs this Security

a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a samul prepayment without be refunded to Borrower. Lender may choose to make this refund by reducing the principal oved under the Mote or by making the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce charges, and that law 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 sets maximum loan

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or any prepayment charge under the Note.

in this paragraph provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender, shall be given by by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the

are declared to be severable. can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Mote which jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note 15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 10th, day of
3733 S. Maple Avenue, Berwyn, IL 60402

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

- A. ADDITIONAL 20 PERTY 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 papilying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparators, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refriger for dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property of med by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (of 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. Porrower 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, Brandwer shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender', 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 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.

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

and will not perform any act that would prevent Londer from exercising its rights under this paragraph. Burrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not Lender secured by the Security Instrument pursuant to Uniform Covernm 7.

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

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

has an interest shall be a breach unot the Security Instrument and Lender may invoke any of the remedies permitted

hy the Security Instrument.

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

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