### UNOFFICIAL2GOPY 3

9:251183

WHEN RECORDED MAIL TO:

Fleet Mortgage Corp. 11800 South 75th Avenue, 2nd Floor Palos Heights, Illinois 60463

FMC# 210802-4

**MORTGAGE** 

92251183

THIS MORTGAGE ("Security Instrument") is given on APRIL 8 1992 The mortgagor is ZYGMUNT PARZYCH AKA ZIGMONT PARZYCH and GENOWEFA PARZYCH AKA GENNY L. PARZYCH, HIS WIFE ("Borroy'er"). This Security instrument is given to FLEET NATIONAL BANK, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 11200 WEST PARKLAND AVENUE, MILWAUKEE, WISCONSIN 53224 ("Cender"). Borrower owes Lender the principal sum of FORTY THOUSAND FOUR HUNDRED AND 00/100(hs. Dollars. (U.S.S) 0,400,00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provider for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1, 2007. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications within 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 137 IN J.F. TRISKA'S SUBDIVISION ON THE WEST 22 ACRES OF THE EAST 33 ACRES OF THE SOUTH 42-1/2 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 19-12-326-020

92251183

which has the address of 3117 WEST 54TH PLACE, CHICAGO,

[Street]

Illinois

60632 ("Property Address");

"FOGETHER 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 seised 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 premiums required to maintain inortience their and restrict, or to provide a loss reserve, until the requirement for monthage inserved in applicable in accordance with any a fine in accordance with any and increased in a loss of the reserved in a l

that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay permission of ponger be required, at the option of tender, if mortgage manner coverage (in the amount and for the permit be in effect. Lender will accept, use and retain these payments as a loss reserve in hear it mortigage insurance large reserve substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each menth a sum equal to onceased to once twelfth of the years average lapsed or ceased to Any amounts disbursed by Lender units paragraph 1 shall become additional debt of Borrower secured by this Security Instantance. Unless Borrower and Lender agree to other terms of payment, these answints shall be payable, with interest from Lender to Borrower requesting payment.

S. Mortgage insurance. It 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 to be in effect, Borrower shall pay the premiums required to obtain coverage cubitantially equivalent to the mortgage insurance previously in effect, and a cost substantially equivalent to the mortgage insurance previously in effect, as a cost substantially equivalent to the mortgage insurance previously in effect, and a cost substantially equivalent in effect, from an alternate manure approved by Lender, if cost to Lender each mortgage insurance exercises is not abality and the nontrance in the sould be sum count to

Lender does not have to do so, one to the far this paragraph 7 shall become additional debt of Borrower secured by this Security Any amounts disbursed by the Security of amounts disbursed from the date of

According in terminal to there is a legal protectly a northweet late of perform the constants and algorithms condition that is a second of the property (such as a proceeding in hanking any such second is a new forteness of the property and Lender such in the Property (such as a proceeding in the property and Lender such instrument, appearing in court, paying readers any sums secured by a lient which has priority over this Security Instrument, appearing in court, paying readers any sums secured by a lient which has priority over this Security Instrument, appearing in court, paying readers any sums secured by a lient which has priority over this Security Instrument, appearing in court, paying readers any sums secured by a lient which has priority of the Property (such as a lient which has a lient which has any line and in the Property (such as a lient which has a lient which has a lient which has a lient and the paying teaching any sums secured by a lient which has property to make replace to the forth of the paying the paying the paying any sums and entire to the Property of the Propert

and the lee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. It Borrower fails to perform the contains and agreements contained in

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 resistance to statistical the execution of the Care of immediately prior to the acquisition.

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

6. Occupancy, Preservation, Maintenance and Protection of the Properties of the Secution of the Occupancy, Preservation, Maintenance and Protection of the Properties of the Secution of the Occupancy of the Secution of the Secutio

Unless that contest the institute processes therefore the description of repair of the process to the process of the paragraph 21 the Property is acquired by Lender deformed to in paragraph 21 the Property is acquired by Lender deformed to in paragraph 21 the Property is acquired by Lender deformed to the client of the smooth from damage to the Property is acquired by Lender deformed to the client of the sum secured by this Security Institution to the acquisition shall pass to Lender to the client of the sums secured by this Security Institution.

Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore the Property or to pay sums secured repair is not economically feasible or lender's security a rid be lessened, the mourance proceeds shall be applied to the abuna 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 Lei der that the insurance carrier has offered to settle a claim, then Unless Lender and Borrower otherwise agree in Vitting, insurance protects 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 lesserted. If the restoration or

this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the first of take one of the scions set forth above within 10 days of the giving of notice.

5. Hazard or Property lice may be converted against the property lice may be lice may be included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender require, included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender require, included within the term by Borrower subject to Lender a paptional which shall not coverage to protect Lender a proving the insurance shall be chosen by Borrower subject to Lender a paptional which shall not be unreasonably withheld. If Borrower shall be chosen by Borrower and sender a spational which shall not be unreasonably withheld. If Borrower shall be ender and shall include a standard mortgage clause. Lender shall not insurance contracts and renewals a sail to accoptable to Lender and shall include a standard mortgage clause. Lender shall necessare the right to hold the policies and renewals a sail to acceptable to Lender and shall include a standard mortgage clause. Lender shall necessare the right to hold the policies and renewals. It lender reduires, Borrower shall give promptly give to Lender and Lender. Lender and tenewals are receptable to Lender and shall include a standard mortgage clause. Lender shall be replaced to the insurance carrier and Lender. Lender and borrower otherwise agree in yourself has promptly give to be not repair of the lender. Lender and borrower otherwise agree in yourself in the event of loss if not made promptly have.

n notioner mere payments unrectly, notioner that promptly immusi to tender technic electronic unrecting any placents unrectly, notioner mere payments accorded promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in by, or defends again a colorement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the fig. or or (c) secures from the holder of the Property is subject 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 more enforcement. Security Instrument, I kender determines that any part of the Property is subject to a lien which may attain priority over more of the sections set forth able to within 10 days of the giving of notice.

Secontry instrument.

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

4. Charges; Lieurs. 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 them on time directly the great exist payment. Borrower shall pay them on time directly the paragraph of the person eved payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower me. The hose payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower and promptly furnish to Lender receipts evidencing the payments. Borrower and promptly furnish to Lender receipts evidencing the payments.

Property, shall app Security Instrument

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 second to a second a second and the Funds held by Lender at any time the excess. Funds in the Europe for requirements of applicable law, if the Funds held by Lender at any time is not sufficient to pay the Europe flems when due, Lender may so notify Borrower in writing, and, in such case Borrower shall payments, in consist and the Europe flems when due, Lender may so notify Borrower in writing, and, in such case Borrower shall make up the Europe flems when due, Lender may so notify Borrower in writing, and, in such case Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Lyon payment, a Lender's sole discretion.

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

Funds shall be held in an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to eatily (including lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow secount, or verifying the Escrow items, unless Lender pays Borrower instead applying the Funds and applicable law permits Lender to make such springs the Escrow items, unless Lender pays Borrower instead on the Funds and applicable law permits Lender to make such as charge. However, Lender may require Borrower instead on the Funds and applicable law provides otherwise. Unless an agreement is made or used by Lender instead on with this loan, unless applicable law provides otherwise. Unless an agreement is made or used by Lender may agreement is made or be paid, Lender and the funds and the Funds. Lender may agreement is made or used by Lender may agreement is made or be paid, Lender may in the funds and the Funds and the Funds and Lender may agreement is made or the Funds and Lender may agreement is made or be paid, Lender may requires interest to be paid, Lender as and Lender may agreement is made or be paid, Lender may agreement is made or the Funds and the Funds and the Funds so the Funds with the Funds on the Funds with the Funds of the Funds of the Funds and the Funds and the Funds for which each debit to the Funds and the Funds are pledged as additional security for all sums secured by this Security Instrument.

9. Inspection. Lender or to accult the marke reasonable on the supernancing 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, director consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lies 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 Security Instrument. whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forhearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence processing against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forhearance by Lender in exercising any right or remedy shall not be a waiver of or preciude the exercise of any right or remedy.

12. Successors and its gas Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bird and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any suc'i loca charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reducing will be treated as a partial prepayment without any prepayment charge under the Note.

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

address stated herein or any other address. Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lander when given as provided in this paragraph.

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Some and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate paymer in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is probabled by federal law as of the date of this Security Instrument. 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 thus 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 perior) as applicable iaw may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this 5 county Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Let d roll 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 covernests 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; Change 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 written 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. Borrower 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 Hazardous 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 any 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

ail necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials 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 related the paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that related to the paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that related the paragraph 20, "Environmental law" means federal laws and laws of the jurisdiction where the Property is located that related the paragraph 20, "Environmental law" means federal laws and laws of the jurisdiction where the Property is located that related the paragraph 20, "Environmental law" means federal laws and laws of the jurisdiction where the Property is located that related the paragraph 20, "Environmental law" means federal laws and laws of the jurisdiction where the Property is located that related the paragraph 20, "Environmental law" means federal laws and laws of the jurisdiction where the Property is located to the paragraph 20, "Environmental law" means federal laws and laws of the jurisdiction where the Property is located to the paragraph 20, "Environmental law" means federal laws and laws of the jurisdiction where the Property is located to the paragraph 20, "Environmental law" means federal laws and laws of the jurisdiction where the Property is located to the paragraph 20, "Environmental law" means federal laws and laws of the jurisdiction where the Property is located to the paragraph 20, "Environmental law" means federal laws and law of the jurisdiction where the paragraph 20 Form 3014 9/90 (page 3 of 4 pages) to health, safety or environmental protection.

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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 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. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 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 non(es)]		
☐ Adjustable Ra e Fider	☐ Condominium Rider	
Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home Rider
☐ Other(s) [specify]		
BY SIGNING BELOW. Borrower as cer in any rider(s) executed by Borrower and coordinates.	ots and agrees to the terms and covenants cond ded with it.	ained in this Security Instrument and
Witnesses:		.1.75.35 (Seal)
	ZYGMUNT PARZYCH	AKA ZIGMONT PARZYCII -Barreri
	Social Security Number	20 4- 18-3
		I AKA GENNY Ł. PARZYCIBoores
		SAN H. SOUT
	<b>~</b> / .	(Seal)
	Borrower	Ваничн
Social Security Number	Social Security (v.v)her	
	[Space Below This Line For Acknowledgment]	/
STATE OF ILLINOIS. COOK		S
I HELL CHAIR BEGINS & NOW	ary Public in and for said county and sta	ite do Serat receitify that ZYGMUNT
PARZYCII AKA ZIGMONT PARZYCII and Gi to me to be the same person(s) whose name and acknowledged that he/she/they signed an	ENOWEFA PARZYCH AKA GENNY L. PARZ (s) subscribed to the foregoing instrument. ap	EYCH, HIS VEIFE, personally known peared before the third day in person.
and purposes therein set forth.	11	. C
Given under my hand and official seal, this	s day of + 1 1 1	19
My Commentor regards [4]	Aller	<u> </u>
Yolanda Betts	Notary Public	
Notary Public. State of Illinois My Commission Evolutes 9:1,93	į.	
This Instrument was prepared by:		

GREG McLAUGHLIN FOR: Fleet Mortgage Corp. 11800 SOUTH 75TH AVENUE, 2ND FLOOR PALOS HEIGHTS, ILLINOIS 60463

FMC# 210802-4

# UNOFFICIAL COPY.

1-4 FAMILY RIDER **Assignment of Rents** 

THIS 1-4 FAMILY RIDER is made this	81H	day of	APRIL	, 1992 ,
and is incorporated into and shall be deer				
Security Deed (the "Security Instrument") secure Borrower's Note to FLEET NATION				
Property described in the Security Instrument			i y or are anne a	are covering the
3117 WEST 54TH PLACE, CHICAGO, ILLIN	OIS 60632			
[Pr	roperty Addin	css]		

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower 2nd ) ender 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 Traperty 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, vizier, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, dispussus, 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 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 1. in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH IAV. 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 Iroperty without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against ven 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 detend.
- F. RORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in wating, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted Ali 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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If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

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 its rights under this

paragraph.

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

I. CROSS-DEFAULT PROVISION. Porrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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

ZYGMUNT PARZYCH AKA ZIGMONT PARZYCH	GENOWEFA PARZYCH AKA GENNY L. PARZYCH
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