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DELIVER TO
BOX 166

(Space Above This Line For Recording Data)

ADJUSTABLE RATE MORTGAGE

THIS MORTGAGE ("Security Instrument") is made this
MAY , 19 92 , between the Mortgagor,
REPUBLIC BANK OF CHICAGO

26TH day of

a corporation organized and existing under the laws of the
STATE of ILLINOIS , not personally but as
Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to the undersigned in pursuance
of a Trust Agreement dated NOVEMBER 7 1986 , and known as trust number
1210 , (herein "Borrower"), and Mortgagee,
STANDARD FEDERAL BANK for savings, a corporation organized and existing under the laws of the United
States of America whose address is 4192 Archer Avenue, Chicago, Illinois 60632-1890 (herein "Lender").

ONE HUNDRED FORTY THREE THOUSAND DOLLARS & NO CENTS
Borrower owes Lender the principal sum of

Dollars (U.S. \$ 143,000.00). This debt is evidenced by Borrower's note ("Note") dated
the same date as this Security Instrument which provides for monthly payments, with the full debt, if not paid earlier,
due and payable on JUNE 1, 2022 . This Security Instrument secures to Lender: (a) the repayment
of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 28 IN BLOCK 8 IN ARCHER HIGHLANDS ADDITION BEING H. H. WESSEL'S
AND CO'S SUBDIVISION OF THE WEST QUARTER OF THE WEST 1/2 OF THE NORTH
EAST 1/4 OF SECTION 10, ALSO THE EAST 1/4 (EXCEPT THE RAILROAD RIGHT
OF ACCESS) TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 19-10-326-013-0000

335

which has the address of: ("Property Address")

5439 S KENNETH (Street)

CHICAGO (City)

, Illinois 60632 (Zip)

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 rights and stock and all fixtures now
or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.
All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

TRUST
LD 90/074

52391342

Notary Public

John L. F.
A.D. 1992
day of May

My commission expires MAY COMMISSION EXPIRES JUNE 16, 1992	
NOTARY PUBLIC STATE OF ILLINOIS	
JOHN L. FEE, NOTARY PUBLIC	

as aforesaid, for the uses and purposes herein set forth.
 As free and voluntary act and as the free and voluntary act of said corporation, did affix and seal to said instrument
 she , as custodian of the corporate seal of said corporation, did affix and seal to said instrument
 poses therein set forth; and the free and voluntary act of said corporation, as trustee as aforesaid for the uses and pur-
 and voluntary act and as the free and acknowledged that they signed and there acknowledged that
 before me this day in person and acknowledged that they signed and delivered the said instrument as their own free
 and voluntary act and as the free and acknowledged that they signed and delivered the said instrument as such
 witness President, and
 the same persons whose names are subscribed to the foregoing instrument as such
REPUBLIC BANK OF CHICAGO Secretary of said corporation, who are personally known to me to be
 state of Illinois, DO HEREBY CERTIFY, THAT Thomas J. Paccolla , Vice-President of
 a Notary Public, in and for said County, in the
 1. **ADDITIONAL PAYMENT**

COUNTY OF
 STATE OF ILLINOIS

By *John L. F.* Secretary
 As Trustee, aforesaid and not personally
 Attest *John L. F.*

IN WITNESS WHEREOF, REPUBLIC BANK OF CHICAGO
 Secreteray, this 26th day of May A.D. 1992
 aforesaid, and its corporate seal to be hereunto affixed and attested by its
 personalty but as trustee as aforesaid, has caused these presents to be signed by its
 trustee, and its corporate seal to be hereunto affixed and attested by its
 25. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together
 with this Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall
 amend and supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this
 instrument and in any rider(s) executed by Borrower and record with it.
 BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverants contained in this Security In-

strument and hereby certifies that it possesses full power and authority to execute this instrument, and it is
 no way affected by any provision hereof and waives all liability of any kind Note, but this waiver shall in
 of the property hereby conveyed or transferred upon and vested in it as such Trustee, and said out-
 ed, and that any interest in this instrument and the security hereby shall be solely expressly wavy.
 or to perform any covenants which express or implied that may accrue thereafter, or any indebtedness securing herunder,
 larger personalty to pay the said Note, or in said Note contained, shall be construed as relating any liability on the said mor-
 herunder, that nothing herein or in any note or in said Note contained, shall be hereafter claimed or secured
 understod and agreed by the mortgagor herein and by every person now or hereafter claiming any right or security
 trustee hereby waives that it possesses full power and authority to execute this instrument, and it is
 as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee but as trustee
 24. Trustee's Acknowledgment. This Mortgage is executed by the aforementioned Trustee, not personally but as trustee
 to the within date, Estale and all persons beneficially interested therein and all person acquiring any interest in or title
 power, the Trustee and all persons beneficially interested therein and all person acquiring any interest in or title
 23. Waiver of Right of Redemption. Borrower hereby waives all right of redemption on behalf of the Borrower,
 in the event of foreclosure, Borrower waives all right of homestead exemption in the Property.
 22. Waiver of Homeowner's Waiver of Rights. Borrower waives all rights to homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording costs.
 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
 fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.
 to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's
 rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first
 prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially
 appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the
 in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of little evidence.
 20. Lender in Possession. Upon acceleration of the note or abandonment of the Property and at any time
 in the notice shall further inform Borrower of the right to remanage Borrower by judicial procedure.
 acceleration of the sums secured by this Security Instrument, foreclosure by judicial procedure and sale of the Property
 must be cured; and (d) that failure to cure the default on or before the date specified in the notice in the default
 cure the default; (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default
 and 17 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to
 breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's
 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's
 acceleration in this Security Instrument (but not prior to acceleration following Borrower's

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, 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.

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.

10. Borrower Not Released; Forbearance 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 liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

12. 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 such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum 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 reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another 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 Lender 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 or clause of this 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 Note 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 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 had no acceleration 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 paragraphs 13 or 17.

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The date of disbursement, unless Borrower and Lender under this paragraph *T* shall be payable, with interest, upon notice from Lender to Borrower, security from Lender may take action under this paragraph *T*, Lender does not have to do so.

Lender may agree to other terms of this paragraph *T*. Lender's actions may include paying sums secured by a lien which has priority over this Security instrument, if any amount due to Lender under this paragraph *T* shall become additional debt of Borrower secured by this Security instrument, unless otherwise agreed to in writing.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the property to deteriorate or comminute it, or this Security instrument is on a leasehold.

Instruments and agreements contained in this Security instrument, or there is a legal proceeding before the court, payables for condemnation of the property, or to protect the value of the property and Lender's rights to the property, Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, if any amount due to Lender under this paragraph *T* shall become additional debt of Borrower secured by this Security instrument, unless otherwise agreed to in writing.

7. Protection of Lender's Rights in the Mortgage Interest.

Borrower shall comply with the provisions of the lease, and if Borrower acquires title to the property, the lessor and lessee may terminate the lease prior to the acquisition of the property by this Security instrument.

Lender may agree to the following: if the property is acquired by Lender, Borrower is subject to any change in the amounts secured by this Security instrument, unless Lender and Borrower agree to the terms of this paragraph *I*.

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

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

9. Hazard Insurance. Borrower shall keep the property insured against hazards for which Lender is responsible or otherwise agrees to pay all losses resulting from damage to the property or other expenses in writing, unless Lender and Borrower otherwise agree in writing.

Borrower shall pay all losses resulting from damage to the property or other expenses in writing, unless Lender and Borrower otherwise agree in writing, unless Lender and Borrower otherwise agree in writing.

Borrower shall pay all losses resulting from damage to the property or other expenses in writing, unless Lender and Borrower otherwise agree in writing, unless Lender and Borrower otherwise agree in writing.

10. Charagre; Liens. Borrower shall pay all losses resulting from damage to the property or other expenses in writing, unless Lender and Borrower otherwise agree in writing, unless Lender and Borrower otherwise agree in writing.

11. Application of Funds. Unless payable under the Note, to prepare payments received by Lender under the Note to third, to amounts payable under paragraph *S*, to fourth, to income due, to principal due, to principal otherwise agreed to Lender.

12. Application of Funds. Unless payable under the Note, to late charges due to the time of more than immediately prior to the sale of the property or its acquisition by Lender, any funds held by Lender until immediately prior to the sale of the property or its acquisition by Lender, no later than immediately prior to the sale of the property or its acquisition by Lender, any funds held by Lender until to Borrower.

13. Application of Funds. Unless payable under the Note, to amounts held by Lender in one of more escrow items or more than immediately prior to the sale of the property or its acquisition by Lender, any funds held by Lender until to Borrower.

14. Application of Funds. Unless payable under the Note, to amounts held by Lender in one of more escrow items or more than immediately prior to the sale of the property or its acquisition by Lender, any funds held by Lender until to Borrower.

15. Application of Funds. Unless payable under the Note, to amounts held by Lender in one of more escrow items or more than immediately prior to the sale of the property or its acquisition by Lender, any funds held by Lender until to Borrower.

16. Application of Funds. Unless payable under the Note, to amounts held by Lender in one of more escrow items or more than immediately prior to the sale of the property or its acquisition by Lender, any funds held by Lender until to Borrower.

17. Payment of Principal and Interest; Prepayment; Convenants and Agreements. Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and any prepayment of the principal or interest.

18. Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments on the property and premiums of insurance, if any, on the property or its fixtures, unless otherwise provided on the note.

19. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments on the property and premiums of insurance, if any, on the property or its fixtures, unless otherwise provided on the note.

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 26TH day of MAY , 19 92 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to STANDARD FEDERAL BANK FOR SAVINGS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5439 S KENNETH

CHICAGO

IL

60632

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6 . 250 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JUNE , 19 93 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE HALF percentage points (2 . 50 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0 . 125%). Subject to the limits stated in Section 4 (D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8 . 250 % or less than 4 . 250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12 . 250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

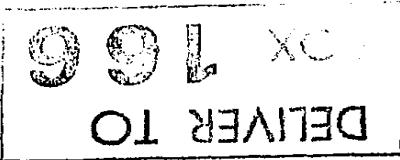
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and phone number of a person who will answer any question I may have regarding the notice.

B. WAIVER OF RIGHT OF REDEMPTION

Borrower hereby waives all right of redemption on behalf of the Borrower, the Trust Estate and all persons beneficially interested therein and all persons acquiring any interest in or title to the within described premises subsequent to the date hereof, except judgment creditors of the within Borrower.

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Property of Cook County Clerk's Office

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BY SIGNING BELOW, Borrower accepts to the terms and provisions contained in this Adjustable Rate Rider.

C. TRUSTEE EXCULPATION
This Rider is executed by the aforementioned Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed by the mortgagor herein and by every person now or hereafter claiming any right or security hereunder, that nothing herein or in said Note contravenes or conflicts with any provision of any statute or regulation of any state or nation, or of any city or town, or of any county, or any independent corporation hereunder, or to perform any covenants either express or implied therein contained, all such liability, if any being expressly waived, and that any recovery on the Security Instrument and the Note secured hereby shall be solely against and out of the property hereby conveyed by endorser of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

IN WITNESS WHEREOF, the aforesigned Borrower as trustee as aforesaid and not personally has caused this rider to be signed by its Vice-President and its Corporate Seal to be affixed hereunto and attested by its Secretary the day and year above written.

Attest: *Secretary*

Office

By: *John D. Decker*

Witness:

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1-4. FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 26TH day of MAY, 19 92, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to STANDARD FEDERAL BANK for savings (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5439 S KENNETH

CHICAGO

IL 60632

(Property Address)

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

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

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 RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. 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 E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower 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 rents received by Borrower shall be held by Borrower as trustee for 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; 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 tenant.

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 right under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver 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 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.

H. WAIVER OF RIGHT OF REDEMPTION. Borrower hereby waives all right of redemption on behalf of the Borrower, the Trust Estate and all persons beneficially interested therein and all persons acquiring any interest in or title to the within described premises subsequent to the date hereof, except judgment creditors of the within Borrower.

I. TRUSTEE EXCULPATION. This Rider is executed by the aforementioned Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder, that nothing herein or in said Note contained shall be construed as creating any liability on the said mortgagor personally to pay the said Note, or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied therein contained, all such liability, if any being expressly waived, and that any recovery on the Security Instrument and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said Note.

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

IN WITNESS WHEREOF, the aforementioned Borrower as trustee as aforesaid and not personally has caused this Rider to be signed by its
Vice President and its Corporate Seal to be affixed hereto and attested by its
Secretary the day and year above written.

54391242

Attest

(CORPORATE SEAL)

Secretary

By

Mary Parker
Vice-President

UNOFFICIAL COPY

52391342



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