

# UNOFFICIAL COPY

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RECORD AND RETURN TO:  
EQUITY MORTGAGE CORPORATION  
33 WEST ROOSEVELT ROAD  
LOMBARD, ILLINOIS 60148

93-51140



[Space Above This Line For Recording Data]

33451140 MORTGAGE

- DEPT-01 RECORDING \$33.50
- T\$0000 TRAN 1984 06/14/93 16:10:00
- \$2448 # \*-93-451140
- COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on June 9, 1993  
REGINA M. BARDLETT, DIVORCED AND NOT SINCE REMARRIED

The mortgagor is

("Borrower"). This Security Instrument is given to EQUITY MORTGAGE CORPORATION

93-51140

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 33 WEST ROOSEVELT ROAD, LOMBARD, ILLINOIS 60148

(Lender"). Borrower owes Lender the principal sum of Fifty thousand and NO/100 Dollars (U.S. \$ 50,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 15, 2008.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 40 IN BLOCK 8 IN DIVENS SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #: 16-02-326-008.

which has the address of 839 NORTH HARDING AVENUE, CHICAGO  
Illinois 60651

[Street, City, State]

[Zip Code]

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

VMP -6RIL (9212)

Form 3014 9/90

Amended 5/91

VMP MORTGAGE FORMS (312) 929-1810 (800) 521-7791



3320

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Form 3014 9/90

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1038A901, T1 TNDT 69119

33 WEST ROOSEVELT ROAD

EGULITY MORTGAGE CORPORATION

THIS INSTRUMENT WAS PREPARED BY

NOTARY PUBLIC, STATE OF ILLINOIS  
KIRKMAN L. BARLDINS  
"OFFICIAL SEAL"

Notary Public

My Commission Expires:

Given under my hand and official seal, this 9th day of June 1993  
Signed and delivered the said instrument as HEREBY  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that S he  
, personally known to me to be the same person(s) whose name(s)

REGINA M. BARLETT, DIVORCED AND NOT SINCE REMARRIED  
1. THE UNDERSIGNED  
, a Notary Public in and for said county and state do hereby certify  
DUPLICATE County ss:

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and  
in any rider(s) executed by Borrower and recorded with it.  
Witnesses:

- Check applicable boxes:  
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 boxes]  
 Adjudicable Rate Rider  
 Conditional Payment Rider  
 Creditable Payment Rider  
 Planed Unit Development Rider  
 Biweekly Payment Rider  
 1-4 Family Rider  
 Goldmine Rider  
 Rate Improvement Rider  
 Rollback Rider  
 V.A. Rider  
 Other(s) [Specify] \_\_\_\_\_  
Second Home Rider  
Other:

REGINA M. BARLETT

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

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

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

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

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

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

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

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

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

**3. Application of Payments.** Unless applicable law provides otherwise, all 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, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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 recording costs.

21. Indemnity. Lender shall be entitled to collect all expenses incurred by Borrower in pursuing the remedies provided in this paragraph proceeded by this Security Instrument without further demand and may foreclose this Security Instrument in full of all sums secured by this Security Instrument without notice, Lender, at his option, may require immediate payment in full of all sums or before the date specified in the notice. Lender, at his option, may require immediate payment in full of all sums non-existent or a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on a date specified in the notice to remit after acceleration and sale of the Property, Lender shall further inform Borrower of the right to remit after acceleration and sale of the Security instrument, Lender shall further require to cure the default on or before the date specified in the notice made result in acceleration of the sums (d) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default is cured the date of any applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; of any agreement or amendment in this Security Instrument that not prior to acceleration under Paragraph 17 unless applicable law provides otherwise).

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration indicating Borrower's breach

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

20. Environmental Law. Lender further covenants and agrees as follows: relating to health, safety or environmental protection:

As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that pertain to pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic all necessary remedial actions in accordance with Environmental Law.

Borrower has actual knowledge, if Borrower learns, or is advised by any Hazardous Substance of Environmental Law of which Borrower has agency or private party involving the Property and any Hazardous Substance of Environmental Law governs removal or remediation of such substance or any other action by any government agency or private party involving the Property, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the Property, Borrower shall not do, nor allow anyone else to do, anything affecting the Hazardous Substances or in or on the Property that will interfere with normal residential uses and to maintenance of the Property.

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. If there is a change of the Note, Lender may release the Note and this Security Instrument to the new servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

18. Borrower's Right to Remit. If Security Instrument is held by a servicer, Lender shall remain fully effective as it no acceleration had occurred. However, this Security Instrument and the obligations secured thereby shall remain fully effective as it no acceleration had occurred. This Security Instrument shall continue undischarged, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument until Lender's action is taken as Lender may reasonably require to assure collection, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure collection, but not limited to, reasonable attorney fees; and (e) pays all expenses incurred in enforcing this Security Instrument, unless any default of any other covenant or agreement, (f) pays all expenses incurred in accelerating this Security Instrument, Lender will then hold under this Security Instrument and the Note as it no acceleration had occurred; (g) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred; (h) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred; (i) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred; (j) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred; (k) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred; (l) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred; (m) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred; (n) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred; (o) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred; (p) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred; (q) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred; (r) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred; (s) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred; (t) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred; (u) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred; (v) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred; (w) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred; (x) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred; (y) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred; (z) pays any sum which would be due under this Security Instrument and the Note as it no acceleration had occurred;

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 exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of notice to Lender to days from the date the note is delivered or paid 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 less than 30 days from the date the note is delivered or paid within which Borrower must pay 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.

16. 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 exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of notice to Lender to days from the date the note is delivered or paid within which Borrower must pay 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. Lender may require immediate payment in full of all sums secured by this Security prior written consent, Lender may, at its option, require immediate payment in full of 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 less than 30 days from the date the note is delivered or paid within which Borrower must pay 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.

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**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.

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

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

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

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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16. **Borrower's Copy.** Borrower shall be given one conforming copy of this Note and of this Security Instrument.

to be severable.

given effect, without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared void in which the Property is located, in the event that any provision or clause of this Security Instrument or the Note which can be construed to affect other provisions of this Security Instrument or the Note shall be governed by federal law and the law of the State in which the Property is located.

Securities instrument shall be deemed to have been given to Lender or Lender when given as provided in this paragraph.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Lender's address unless Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to any other address unless Borrower uses another method. The notice shall be directed to the Property Address in the first class mail unless applicable law requires use of another method.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to the mailing

prepaid return envelope under the Note.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a fee which sets maximum loan charges, Lender may choose to make this Security Instrument or the Note without Lender's consent.

Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Lender to the permitted limit, and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected or to the extent of collection in connection with the loan exceed the permitted limits.

make any accommodations with regard to the terms of this Security Instrument or the Note without Lender's consent.

Borrower's intent in the Property under the terms of this Security Instrument (b) not personally obligated to pay the sum guaranteed by this Note; (c) is co-signing this Security Instrument only to mitigate, extend, modify, forgive or settle any debts, easements and agreements of Lender and assignee, to the maximum extent permitted by law.

Instrument but does not exceed the Note, Lender shall be joint and several. Any Borrower who co-signs this Security paragraph 12. Borrower's coviaents and agreements of Lender and Borrower, subject to the provisions of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, except to the extent of modification of the instrument created by the sum secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not exceed the date of any right of remedy.

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 rights or remedies.

of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's assignee proceeding against any successor in interest or release to extend time for payment otherwise modified amortization or release the liability of the original Borrower's successors in interest. Lender shall not be required to do anything to release the liability of the original Borrower's successors in interest if Lender to any successor in interest of Borrower shall not extend or waive the date of the monthly payment referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Release; Release by Lender Not a Waiver.** Extension of the time for payment of proceeds to principal shall not extend or

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums awarded or settled a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given, if the Property is a sum paid by Borrower, or if, after notice to Borrower that the condominium offers to make an award by this Security instrument, whether or not the note due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums awarded or settled a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given, if the Property is a sum paid by Borrower, or if, after notice to Borrower that the condominium offers to make an award by this Security instrument, whether or not the note due.

be applied to the sum secured by this Security instrument whether or not the note due.

unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sum secured immediately before the taking is less than the amount of 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 sum secured immediately before the taking, divided by (b) the fair market value of the following fraction: (a) the total amount of the sum secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security instrument shall be reduced by the amount of a partial taking of the Property in which the fair market value of the note 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 note due, with any excess paid to Borrower, in the event of a partial taking of the sum secured by this Security instrument, in the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security instrument, whether or not the note due.

10. **Condemnation.** The proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and condemned or other taking of any part of the Property, or for damage in lieu of condemnation, in connection with any

Borrower notice or its agent may make reasonable efforts upon and inspection of the Property. Lender shall give notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

9. **Inspection.** Lender or its agent may make reasonable agreement between Borrower and Lender or applicable law, the premises required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay premiums may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 9th day of June, 1993,  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security  
Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure  
Borrower's Note to

EQUITY MORTGAGE CORPORATION

(the "Lender")

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

239 NORTH HARDING AVENUE, CHICAGO, ILLINOIS 60651

[Property Address]

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

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the  
Property described in the Security Instrument, the following items are added to the Property description, and shall  
also constitute the Property covered by the Security Instrument: building materials, appliances and goody of every  
nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the  
Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling,  
electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control  
apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers,  
disposals, washers, dryers, awnings, storm windows, front 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 to in this 1-4  
Family Rider and the Security Instrument as the "Property."

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

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

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

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

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



# UNOFFICIAL COPY

Form 3170 12/92

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008.

Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_  
Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_

Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_  
REGINA M. BAROLETTI  
*[Signature]*

Property \_\_\_\_\_  
Family \_\_\_\_\_  
Permitting Instruments \_\_\_\_\_  
Permitted by the Security Instrument.

Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies under this instrument to prevail or breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

I. CROSS-DEFALT PROVISION. Borrower's default or breach under the Security Instrument are paid in full. Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full. Rents shall not cure of waive any default or invalidity any other right or remedy of Lender. This assignment of Rents is not curable if a judgment apppointed receiver, may do so at any time when a default occurs. Any application of Lender's agents or a judgment apppointed receiver, may do so at any time when a default occurs. However, Lender, or control of or maintain the Property before or after giving notice of default to Borrower, take upon, take Lender, or Lender's agents or a judgment apppointed receiver, shall not be required to enter upon, take not and will not perform any act that would prevent Lender from exercising his rights under this paragraph.

Borrower represents and warrants that Borrower has no executed any prior assignment of the Rents and has of Borrower to Lender secured by the Security Instrument pursuant to Information Exhibit 7.

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 showing as to the inadequacy of the Property as security.

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

are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not pursuant to paragraph 1 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents Lender's agents, however, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or the Property, regardless of to whom the Rents of the Property are payable, Borrower authorizes Lender or Lender's agents to assign the Rents and transfers to Lender all the rents and revenues ("Rents") of Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of a leasehold.

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.