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COOK COUNTY, ILLINOIS  
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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 12, 1993  
The mortgagor is ARNOLD E. BARGIELSKI, JR. and MARY ANNE BARGIELSKI, husband and wife

("Borrower"). This Security Instrument is given to  
FIRSTAR HOME MORTGAGE CORPORATION  
which is organized and existing under the laws of THE STATE OF WISCONSIN  
and whose address is  
809 South 60th Street, Suite 210, West Allis, WI 53214

("Lender"). Borrower owes Lender the principal sum of  
---ONE HUNDRED THIRTEEN THOUSAND FOUR HUNDRED AND NO/100---  
Dollars (U.S. \$113,400.00). 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  
August 1, 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 5 IN BLOCK 2 IN HOFFMAN ESTATES UNIT NUMBER 4 SUBDIVISION OF PART OF THE  
NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 07-17-209-007

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This is not a purchase money mortgage

which has the address of

1385 Candlewood  
(Street)

Hoffman Estates  
(City)

Illinois 60194

(Zip Code)

("Property Address");

X5  
ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1078 (9012)

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■■■  
On Line Call: 1-800-530-6300 □ FAX 616-791-1171

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Form 3014 9/90 (page 2 of 4 pages)

5. **Hazard or Property Insurance.** Borrower shall keep the insurance or hazard coverage elected on the policy or policies now or hereafter erected on the property, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods or losses by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance.

Borrower shall pay when due any premium now or hereafter elected on the property, and all expenses of the insurance set forth above within 10 days of the giving of notice. Borrower shall satisfy the lien or take over this Security instrument, if Lender may give Borrower a notice identifying the lien. Borrower shall retain priority to this Security instrument, if Lender holds part of the property as subject to a lien which may attach to this Security instrument, or (e) secures from the holder of the lien an agreement satisfactory to Lender and a bond guaranteeing the lien enforcement of the lien; or (f) secures from the holder of the lien in, legal proceedings to prevent the lien by, or defends against enforcement of the lien in, a manner acceptable to Lender; (b) continues in good faith in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (a) agrees in writing to the payment of the obligation accrued by the lien which has priority over this Security instrument unless Borrower:

Borrower shall promptly discharge any lien which has priority over this Security instrument within 10 days of the giving of notice.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions, the payment of which may attach to the property, shall be applied first, to any late charges due under the Note; second, to any principal due; and last, to any premium payable under paragraph 2; third, to interest due; fourth, to principal due; fifth, to any premium charged due under the Note; sixth, to any premium payable under paragraph 1 and, 2 shall be applied first, to any premium charged due under the Note; second, to any amount paid by Lender under

paragraphs 1 and 2, or if not paid in full, to the person owing this security instrument, and thereafter paid round in any day. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in full, to the person owing this security instrument, and thereafter paid round in any day. Borrower shall pay the premium which may attach to the property, and all expenses of the insurance or hazard coverage elected by Lender under

3. **Applicability of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

such credit by this Security instrument.

Funds held by Lender at the time of acquisition of real property, Lender prior to the acquisition of

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any difference in the amount paid by Lender than twice monthly payments, or Lender's sole discretion. Borrower shall make up the

Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing. If the Funds held by Borrower for the excess Funds in accordance with the requirements of applicable law, Lender shall account to

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

this Security instrument.

The Funds each debited to the Funds was made. The Funds are pledged as additional security for all sums secured by

such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall give up the Funds held by Lender to Borrower, without charge, an annual accounting of the Funds and the

amounts on the Funds, Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, showing credit to the Funds and another or

agreement is made or applicable law requires, to the paid, Lender shall not be required to pay Borrower any interest or

estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an

Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate item, unless Lender is such an item, unless Lender may hold the Funds and Escrow account, or verteilling the Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the Escrow

including Lender, if Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the lessor 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.

Excess of the lessor amount, Lender may estimate the amount of Funds due on the basis of current data and reasonable

law that applies to the Funds less a lesser amount. If so, Lender, § 2601 et seq. ("RESPA"), unless another State Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another

amount is a lender for a federally related mortgage loan may require for Borrower to account under the general Real

items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These insurance premiums, if any; (c) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to

Lender on the day monthly payments on the property, if any; (d) yearly flood payments and assessments which may attach to this Security instrument as a lien on the property; (b) yearly leasehold taxes and assessments which may attach to this Security instrument as a sum ("Funds") for: (a) yearly

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any premium charged due under the Note.

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 premium charged due under the Note;

THIS SECURITY INSTRUMENT combines uniform security instruments for national use and non-uniform covenants with

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

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

Borrower, jointly and severally, hereby conveys to the estate hereby created all claims and demands of record, mortgage, joint tenancy and other rights in the property, except for encumbrances of record, taxes 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".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,

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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, Forfeiture, 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 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 required 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. 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.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

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Single Family -- Fannie Mae/Freddie Mac LENDER'S INSTRUMENT -- Lender's Covenants 9/90 (page 4 of 6 pages)

enforcement of this Security Instrument discontinued in any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Release. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand.

Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums accrued by this instrument. If Lender exercises this option, Lender shall provide a period of time to pay all sums accrued by this instrument.

this Security Instrument. However, this option shall be exercised by Lender if exercise is prohibited by federal law as of 17. Transfer of the Property or 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) within one year after transfer of the Property or any part of the Property or any interest in it, Lender may invoke any interest in this Security Instrument.

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

be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are 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 this Security Instrument or the Note are contradicted with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be declared to be severable.

in this Security Instrument shall be deemed to have been given to Borrower or Lender unless given as provided in this 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing to Borrower's address stated herein or by other address Lender designates by notice to Lender. Any notice to Lender shall be given by first class Address of any other address Borrower designates by notice to Lender. The notice shall be directed to the Proprietor mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietor of this Security Instrument shall be given by delivery in writing to Lender.

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 interests of the Proprietor are off, 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 charges, and (b) any notice under this instrument granted by Lender to the Proprietor shall be reduced as a portion of the payment to Borrower. Lender may choose to make this reduction by reducing the reduction of any note or by making a direct payment to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by mailing a notice to the Proprietor under the terms of this Security Instrument; and (c) if any sums already collected by Borrower which exceed permitted limits will be charged to the Proprietor under the terms of this Security Instrument only to mortagage. Garn and convey this instrument but does not exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce charges, and (b) any notice under this instrument granted by Lender to the Proprietor shall be reduced as a portion of the payment to Borrower.

12. Successors and Assigns Bound, Joint and Several Liability; Co-signers. The covenants and agreements of this 11. Borrower's Right to Release; Forfeiture Note & Waiver. Extension of the time for payment of amounts due or otherwise of or proceeds of any property left in trust or remedy.

Borrower's successors in interest. Any forfeiture by Lender in exercising any right or remedy shall not be 10. Lender's Duties and Borrower's Duties. Any application of proceeds to principal shall not exceed of Borrower's collection of amounts due or proceeds of any property left in trust or remedy.

Lender is authorized to collect and apply the proceeds, in its option, either to reparation or repair of the Property or to the 9. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make 8. Other Provisions. The proceeds shall be applied to paragaphs 1 and 2 of change the amount of such payments.

otherwise, before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law requires immediate delivery before the taking. Any balance shall be paid to Borrower, in the event the taking is less than the amount of the sums secured by this Security Instrument before the taking is less than the amount of the sums

Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums 7. If the event of a total taking of the Property, the proceeds shall be applied to the amount of the proceeds multipled by the fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the following: the sums secured by this Security Instrument immediately before the taking, unless Lender otherwise agrees in writing, which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums

Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in

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

**19. Sale of Note; 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 all 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 relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration 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.

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Form 301A 9/90 (page 6 of 6 pages)

1110 Lake Cook Rd., Suite 130, Buffalo Grove, IL 60089  
(Name)  
NOTARY PUBLIC STATE OF ILLINOIS 9/2/96  
DEBBIE SMITH  
" OFFICIAL SEAL "

For: Firstar Home Mortgage Corporation  
Marlyn J. Koos  
This instrument was prepared by  
Notary Public

Notary Public

My Commission expires:

Given under my hand and official seal, this 12th day of July, 1993

forth.

and delivered the said instrument at the place and for the uses and purposes herein set  
free and voluntary act for this day in person, and acknowledged that they signed  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed  
, personally known to me to be the true person(s) whose name(s) are  
do hereby certify that ARNOLD E. BARGIELSKI, JR. and MARY ANNE BARGIELSKI, husband and wife  
. a Notary Public in and for said county and state,  
I, the undersigned

County ss:

STATE OF ILLINOIS, COC

Social Security Number 356-38-3928  
Borrower  
MARY ANNE BARGIELSKI  
(Seal)  
Social Security Number 200-34-6900  
Borrower  
ARNOLD E. BARGIELSKI, JR.  
(Seal)

Witnesses:

and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument

Other(s) (Specify)

- Adjustable Rate Rider  
 Goldmulinum Rider  
 1-4 Family Rider  
 Biweekly Payment Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Balloon Rider

[Check applicable box(es)]

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.  
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

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## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 12th day of July, 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

FIRSTAR HOME MORTGAGE CORPORATION

(the "Lender")

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

1385 Candlewood, Hoffman Estates, Illinois 60194

[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 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, 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, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling 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.

**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

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Property of Cook County Sheriff's Office  
Arnold E. Bargielski, Jr.  
(Seal)  
Arnold E. Bargielski, Jr.  
(Seal)

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

Instrument.

I. CROSS-DEFALKT 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 before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judgeably appointed receiver, may do so at any time when a default occurs. Any application of Rents or the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

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

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.

Borrower collects by the Security Instrument to Lender to whom it is due. Lender's expenses shall become independent of Borrower to Lender collecting the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Property to cover the costs of taking control of and managing the Property without any additional expense.

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 Property to cover the costs of taking control of and managing the Property, Lender 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 without any charge to the imadequacy of the Property as security.

And then to the sums secured by the Security Instrument: (v) Lender, Lender's agents or any judgeably appointed receiver, Lender's bonds, repair and collect the Rents and profits derived from the Property without any charge to the imadequacy of the Property as security.

Receiving the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on otherwise, all Rents collected by Lender or Lender's agents upon Lender's written demand to the tenant: (iv) unless applicable law provides due and unpaid to Lender or Lender's agents, to be applied first to the costs of taking control of and managing the Property and receive all of the Rents of the Property: (iii) Borrower agrees that each tenant of the Property shall pay all Rents collected and receive all of the Rents of the Property only, to be applied to the sums secured by the Security Instrument: (ii) Lender shall be entitled to the benefit of Lender's notice of default to the Rents received by Borrower only, to be held by Borrower as trustee, for collection and receive all of the Rents of the Property only, to be applied to the sums secured by the Security Instrument: (i) all Rents received by Lender shall be held by Lender only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Lender until (i) Lender has given notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Rents until (i) Lender has given notice of default pursuant to paragraph 21 of the Security Instrument, (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