

PREPARED BY:
BONNIE LEGENZA
CHICAGO, IL 60639

UNOFFICIAL COPY

93637107

RECORD AND RETURN TO:

COOK COUNTY CLERK'S OFFICE

CRAGIN FEDERAL BANK FOR SAVINGS
5133 WEST FULLERTON AVENUE
CHICAGO, ILLINOIS 60639

93637107

[Space Above This Line For Recording Data]

MORTGAGE

01-69091-02

THIS MORTGAGE ("Security Instrument") is given on AUGUST 11, 1993 . The mortgagor is TRUNG TICH THAI AND ANN HUYNH, HUSBAND AND WIFE

(("Borrower"). This Security Instrument is given to CRAGIN FEDERAL BANK FOR SAVINGS ("Lender"), whose address is 5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639 ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$ 217,500.00).
which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639 ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$ 217,500.00).

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 SEPTEMBER 1, 2023. 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, and more particularly described as follows: LOTS 3 AND 4 IN INDIAN BOUNDARY PARK SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 5 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 7048 NORTH ROCKWELL, CHICAGO
Illinois 60645 ("Property Address");

Street, City

Zip Code

DPS 1088

Form 3014 9/90

Initials:

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

LAW OFFICES OF GOLDBECK & CO., LTD. VMP MORTGAGE FORMS • (312)293-8100 • (800)521-7201

Page 1 of 1

2024 RELEASE UNDER E.O. 14176

UNOFFICIAL COPY

Form 3014 G/90
DPS 1090

Page 2 of 6

WMO DRILL 09/01

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

to Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

to the Person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, to the minor provided in paragraph 2, or if not paid in that manner, Borrower shall pay him on time directly those obligations in the minor provided in this Security instrument, and leasehold payments of ground rents, if any. Borrower shall pay which may attain priority over this Security instrument, and leases and assessments, charges, taxes and impositions attributable to the Property.

4. (Chancery) Lien, Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2: 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

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

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale upon payment in full of all sums secured by this Security instrument, Lender shall account to Borrower any

owed amount payable to Lender's sole discretion.

time is not sufficient to pay the Escrow items when due, Lender may notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than three days. Lender may agree to make up the deficiency of the Funds, showing debts to the Funds and the purpose for which each without charge, in annual accounts of the Funds, shall be paid on the Funds. Lender shall give to Borrower, Borrower and Lender may agree to write, Lender shall not be required to pay Borrower any interest or earnings on the Funds, applicable law requires interest to be paid, Lender, unless applicable law provides otherwise, unless an agreement is made or used by Lender in connection with this loan, unless independent real estate tax reporting service a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service Escrow items, unless Lender may not charge for holding and applying the Funds, annually analyzing the escrow account, or Escrow items, Lender may not charge for holding and applying the Funds, annually analyzing the escrow account, or including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the (including Lender, if Lender is such an entity, instrumentality, or entity whose deposits are insured by a federal agency, instrumentality, or

The Funds shall be held in its institution whose deposits are insured by this Security instrument. Escrow items or otherwise in accordance with applicable law. Escrow items due on the basis of current data and reasonable estimates of future Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future sets a lesser amount, if any, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as intended to be in time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law shall applies to the Funds related mortgagor joint may require Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." it any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, Lender on the day modify payments over this Security instrument as a lien on the Property; (b) yearly leasehold payments and assessments which may attach priority over the Note, until the Note is paid in full, a sum ("Funds"); for: (a) yearly taxes 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 prepayments and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT constitutes a uniform security instrument covering real property. Variations by joint decision to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grants and conveys 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.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurteances, 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."

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 UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

THESE COVENANTS by joint decision to constitute a uniform security instrument covering real property.

UNOFFICIAL COPY 01-69091-02

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 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; 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.

12. 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.

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

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.

UNOFFICIAL COPY

Form 3014 9/90

MD-GRILL 10/10/11

F400 3 of 8

be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgagor insurance, Lender retains one-twelfth of the yearly mortgagor insurance premium being paid by Borrower when the insurance coverage based or based to absquatationally equivalent instruments coverage is not available, Borrower shall pay to Lender each month a sum equal to cost to Borrower of the mortgage insurance previously in effect, from an ultimate mortgage insurer approved by Lender, if obtain coverage absquatationally equivalent to the mortgage insurance previously in effect, Borrower shall pay the premiums required to the instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect, if, for any reason, the B. Mortgage Insurance, if Lender retained mortgage insurance is a condition of making the loan secured by this Security payment.

date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting Security instrument, unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower, secured by this 7. Lender does not have to do so.

reasonable attorney fees and attorney's fees incurred on the Property to make repairs. Although Lender may do certain under this paragraph funding any sums needed by a lessor which has priority over this security instrument, preparing for whatever is necessary to protect the value of the Property and Lender's rights to the Property, Lender may do and pay for whatever is necessary to enforce laws or regulations, then Lender may proceed in bankruptcy, provide, for nondamnification or forfeiture of lessor's rights to the property (such as a this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a 7. Protection of Lender's Rights in the Property, if Borrower fails to pay off the conveyants and beneficiaries contained in

leasehold and the fee title the Lender not merge unless Lender agrees to the merger in writing. To representations concerning Borrower's occupancy of the Property as "principals residence, if this Security instrument is on a to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited Borrower, during the loan application process, gave materiality notice or inaccurate information of statements to Lender (or failed impairment of the loan created by this security instrument or Lender's security interest, Borrower shall also be in default if that, in Lender's good faith determination, pecuniary loss of the Borrower's interest in the Property or failing to cure such a default and remit, by causing the action of proceeding to be dismissed with or failing Property or otherwise materially impair the loan created by this Security instrument of Lender's security interest, Borrower may action or proceeding, whether civil or criminal, as began that in Lender's good faith judgment could result in forfeiture of the Property, allow the Property to deteriorate, or commit waste on the Property, Borrower shall be in default if any forfeiture extension of occupancy, unless Lender or owner of property in writing, which consent shall not be unreasonably withheld, or unless this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after Borrower shall occupy, establish, and use the Property as Borrower's residence within sixty days after the execution of this Security instrument and shall continue to occupy the Property as Borrower's residence for at least one year after

6. Occupation, Preservation of, Maintenance and Protection of the Property; Borrower's Loan Application; Lender holds. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal reduction shall not extend or damage to the Property, rather to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument under paragraph 2, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from possession the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If Lender may make prior to the acquisition, whether or not then due. The 30-day period will begin when the notice is given.

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

Lender may make proof of loss if not made promptly by Borrower. All insurance policies and renewals notices, in the event of loss, Borrower shall give notice to the insurance carrier and Lender, paid premiums and renewal notices. In the event of loss, Borrower shall promptly give notice to Lender all receipts of shall have the right to hold the policies and renewals. If Lender and shall include a standard mortgage clause. Lender All insurance policies and renewals shall be acceptable to Lender and shall include extended coverage clause. Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

which shall not be unreasonably withheld. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval that Lender's requirements. This insurance shall be maintained in the amounts and for the periods that Lender requires, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods of flood, fire, hazards included within the term "extended coverage" and any other hazards, including property insured against loss by fire, hazards included within the term "extended coverage" and the carrier elected on the

UNOFFICIAL COPY

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 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.

DPS 1093
Form 3014, 9/90

IMP -6R(IL) 10101

Page 6 of 6

LO763956

UNOFFICIAL COPY

DPS 1084

Page 8 of 8

Notary Public

My Commission Expires May 12, 1996
Notary Public, State of Illinois
Sarah A. Vobeck
Official Seal

Given under my hand and official seal this day of August, 1993
free and voluntary act, for the uses and purposes herein set forth.
We this day in person, and acknowledge that THEY
personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before

TRUNG TICH THAI AND ANN HUYNH, HUSBAND AND WIFE
county and state do hereby certify that
, a Notary Public in and for said

Seward A. Haas

STATE OF ILLINOIS, COOK

County ss:

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

ANN HUYNH

Witness

Borrower

(Seal)

TRUNG TICH THAI

Witness

Borrower

(Seal)

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 and

- Adjustable Rate Rider
 - Condominium Rider
 - Planified Unit Development Rider
 - Rate Improvemnt Rider
 - Other(s) (Specify)
- Biweekly Payment Rider
 - 1-4 Family Rider
 - Second Home Rider

(Check applicable box(es))

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.

01-69091-02

32363407

UNOFFICIAL COPY

1-4 FAMILY RIDER

Assignment of Rents

RECEIVED
FEDERAL HOME LOAN BANK
OF CHICAGO
AUGUST 11 1993
1-4 Family Rider
Assignment of Rents
MB-1372 7/91 3372

THIS 1-4 FAMILY RIDER is made this 11TH day of AUGUST , 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 CRAGIN FEDERAL BANK FOR SAVINGS (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

7048 NORTH ROCKWELL, CHICAGO, ILLINOIS 60645
(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 household estate if the Security Instrument is on a household) 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 household.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

LOTE3366

UNOFFICIAL COPY

DPS 1083

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

ANN HUYNH

TRUNG TICH THAI

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

Security instrument.

I, CROSS-DEFULT 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

Lender, or Lender's agents or a judicially 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 judicially appointed receiver, may do so at any time when a default occurs. Any assignment of Rents of the Property shall waive any default or invalidate any other right of Lender. This assignment of Rents of 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.

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

If Lender gives notice to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender's or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receivers bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property as security.