FILED FOR RECERCO

# UNOFFICIAL COPY 17584

RECORD & RETURN TO:

WM. BLOCK & COMPANY INC. 5.0 , 5 MARKET SQUARE COURT LAKE FOREST, IL. 80045

THIS DOCUMENT PREPARED BY: SINONE UEHLEIN FOR WM. BLOCK & COMPANY INC. WM. BLOCK & CO., INC 254 MARKET SQUARE LAKE FOREST, IL 60045

93677584

I Space Above This Line For Recording Data ].

33É

LOAN # 997973

Dothe SC30 - at

#### **MORTGAGE**

THIS MORTGAT & ("Security Instrument") is given on AUGUST 19
19 93 . The mortgager is ROBERT P. BRADATSCH, A BACHELOR

("Borrower"), This Security no rument is given to WM. BLOCK & CO., INC.

ITS SUCCESSORS ON ASSIGNS

which is organized and existing under the laws of STATE O

STATE OF ILLINOIS

, and whose address is

254 MARKET SQUARE

LAKE FOREST, IL 60042

DIALE OF IDELECTS

("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED

AND 00/100

Dollars (U.S. \* 141,500.00 ). 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 paragram 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 dose hereby mortgage, grant, and convey to Lender the following described property located in COOK County, Illinois:

LOT 76 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE MORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, PAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

93677584

PIN # 14 31 209 029 0000 which her the address of 1916 W. DICKENS AVE.

CHICAGO

[City]

Illinois 60614

(Zip Code)

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all essements, appurtenences, 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."

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

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

ILLINOIS - Single Family -- Fennie Mee/Freddie Mac UNIFORM INSTRUMENT

FORM 3014 9/90 (page 1 of 5 pages)

BOX 15

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UNIFORM COVENANTS. Borrower and Lender governant 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 Lander 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; (a) yearly hazard or property insurance pramiums; (d) yearly flood insurance premiums, if any; 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 federal Real Estate Sattlement Procedures Act of 1974 as amended from time to time, 12 U. S. C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, et 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 ourrent 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 deposite 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 for holding and applying the Funds, annually analyzing the encrow 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 an applicable law requires interest to be paid, Lender shall not also required to pay Borrower any interest or sernings on the Funds. Borrower and Lender may agree in writing, however, that interest and the paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits as a 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 have 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 Funds held by Lender at any time is not sufficient to pay the Escroly Yams when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary for ake 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 Sorrower any Funds held by Lender. If, under paragraph 21, under shall sequire or sail the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender, if 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 tixes, 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 Linda 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 number 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 (a) 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 live 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.

5. Hazard or Property Insurance. Borrower shall keep the improvemen a 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 vincents 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 range, of 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 stated and mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly giv, 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 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 ab-indone 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 post-pone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 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 Property; Borrower's Loan Application; Lesseholds.
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 occupanct, 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, demage 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 judgement 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 ours 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

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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 Instrumnet is on a lessehold, Borrower shall comply with all the provisions of the lesse. If Borrower acquires fee title to the Property, the lessehold and the title fee shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower falls 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 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 atternays'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 beer interest from the date of disburse-

ment at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

B. 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 the Borrower of the mortgage insurance previously in effect, from an elternate 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 eccept, use and retain these payments as e one 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 a 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 ands in accordance with any written agreement between Borrower and Lender applicable lew.

9. Inspection. Lander or its egent may make reasonable entries upon and inspections of the Property. Lender shall give Bor-

rower notice at the time of a. raior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. (hr proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any pure of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to liender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any society paid to Sorrower. In the event of a partial taking of the Property, unless Borrower and Lander 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.

If the Property is abandoned by Borrows', c. if, after notice by Lender to Borrower that the condemnor offers to make an award or aettle 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 content on 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; Forbearence By Lender Not a Visiver. 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 at erwise 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 proclude the axeroise of any right or remedy.

12. Successors and Assigns Sound; Joint and Several Liability; Co-signs s. The coverants and agreements of this Security Instrument shell bind and benefit the successors and essigns of Lender and Borrov er, subject to the provisions of paragraph 17. Borrow-er's coverants 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 Forrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by the Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any social modations 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 nonnection with the loan exceed the permitted limits, then: (a) any such foan charge shall be reduced by the amount necessary to recome the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refur as to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Gorrower. 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 deliverying to repairing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Projecty 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 conflicts.

ing 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 Instument.

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 Lander exercises by Lander it exercise is providing by the 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, Lander may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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- 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 for 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 egreements; (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 ressonably 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 shell continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no societation had popurred. However, this right to reinstate shall not apply in the case of ecceleration under peregraph 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 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 Service, 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 epplicable law.
- 20. MAZARDOUS SUBSTANCES. Sorrower 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 snyons elec to do, anything affecting the Property that is in violation of any Environmental Law. The preceeding two sentences shall not apply to the presence, use, or storage on the Property of small que situe 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, lewault or other action by any govemmental or regulatory (gency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrowar has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Harmdous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragreph 10, "Hazardous Substraces" are those defined as toxic or hazardous substances by Environmental Law and the following substance: Jasoline, kerosene, other flammable or toxio petroleum products, toxio petroldes and herbioides, voletile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and lews of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrows and Lander further povenant and agree as follows:

- 21. Acceleration; Remedies. Lender (half live notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that not prior to acceleration under paragraph 17 unions 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 oured; and (d) that failure to ours 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 secent in the foreclosure proceeding the non-existence of a default of any other defence of Borrower to acceleration and foreclosure. If the default is not pured on or before the date epecified in the notine. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and (ne) foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remarks provided in this paragraph 21, including, but not limited to, resconable 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. Walver of Homestead. Borrower waives all right of homestead Atomption in the Property,
- 24. Riders to this Security Instrument. If one or more riders are execute 2 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 inia Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider	Condominium Rider	1- 4 Family Rider
Greduated Payment Rider	Planned Unit Development Rider	Bl weekly Payment Ride
Balloon Rider	Rete Improvement Rider	Gerund Home Rider
Other(s) [specify]		C

BY SIGNING BELOW, Borrower eccepts and agrees to the territs and covanants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:	Let & Readertho
	ROBERT P. BRADATSCH -Borrowe
	Social Security Number \$49-58-6077
	હ્રવેલ
	(Seel)
	Social Security Number
<b>6</b>	
	ow Thie Line For Acknowledgment)
Topace Ball	ow the two for Admowledgments
C.G.xc	<b>Q</b>
state of Illinois. Cosic  1. Hunderstynet	County es:  , e Notary Public in and for seld county and state,
do hereby certify that Poport	Bradial set. a bachelor
	wn to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before	a me this day in person, and acknowledged thathe
signed and delivered the said instrument as	itie and voluntary act, for the uses and purposes therein
set forth.	19th day of August , 1893
Given under my hand and official seal, this	19 day of Migust , 18 93
My Commission expires:	19th day of August .1893
& OFFI	UNistar / Proble
NOTARY PURILE A. A.S.	EALLY
STATE OF EXPIRES	ILLINOIS }

92677584

LOAN NO. 997973

THIS 1-4 FAMILY RIDER is made this 19TH 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

WM. BLOCK & CO., INC.,

ITS SUCCESSORS OR ASSIGNS

(the "Lender")

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

1916 W. DICKENS AVE. CHICAGO, IL 60614

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, country, 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, st/rm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Separity 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 Lember 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 Uniter's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain i, su, unce 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. Vaiform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower of he wise 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, I am ler shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As a so 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 are a that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents wall (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.

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform Instrument Page 1 of 2 Laser Forms Inc. (800) 448-3555

Form 3170 9/90 LIFT #3170 1/91

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

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

Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not

perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or 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 application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

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

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

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