93756145

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 17, 1993
The mortgagor is DARRELL J. GRAHAM AND MONICA M. CREIGHTON, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to WASHTENAW MORTG AGE COMPANY which is organized and existing under the laws of THE STATE OF MICHIGAN 315 E. RISENHOWER, STE. 12 ANN ARBOR, MICHIGAN 48108

, and whose address is

("Lender").

Borrower owes Lender the principal survo

TWO HUNDRED TWENTY-EIGHT TAOUSAND ONE HUNDRED FIFTY AND NO/100

Dollars (U.S.\$ 228,150.00) 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 OCTOBER 1, 2008 (This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, excessions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to project 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:

LAND SITUATED IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS
LOT 9 IN BLOCK 7 IN WILLIAM J. GOUDY'S SUBDIVISION C.F. THAT PART OF THE WEST
CHICAGO, EVANSTON & LAKE SUPERIOR RAILROAD OF THE SOUTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 LAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-20-323-008

12-861

DEPT 1 RECORDINGS \$35.50
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#4411 \$ -- 73-754 145
CDOK COUNTY RECORDER

which has the address of 3307 NORTH LAKEWOOD

[Steet]

CHICAGO, ILLINOIS 60657 ("Property Address"); [City] [Zp Code]

Form 3014 9/90

₩WOFFICIAL COPY

the periods that Leader requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the Property insured against loss by tire, bazards included within the term "extended coverage" and any other hazards, 5. Hazard or Property Insurance. Borrower shall keep the implevements now existing or hereafter erected on

or take one or more of the actions set forth above within 10 days of the giving of notice.

priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien the iten to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain prevers the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating taith the tien by, or defends against enforcement of the fien in, legal proceedings which in the Lender's opinion operate to agrees in writing to the payment of the obligation secured by the tien in a manner acceptable to Lender; (b) contests in good Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

to Lender receipts evidencing the payments.

amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that canner, Borrower Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

4. Charges; Liena. Borrower shall pay all taxes, assessments, charges, fines and imposhious attributable to the peragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Monte.

paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note; secessar to amounts payable under 3. Application of Payments. Unices applicable law provides otherwise, all payments. Incelved by Lender under

secured by this Security Instrument.

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

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

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

Security Instrument.

for which each debit to the Funds was made. The Funds are abditional security for all sums secured by this give to Borrower, without charge, an annual accounting of the Funda, showing credits and debits to the Funda and the purpose on the Funds. Borrower and Lender may agree in wings, however, that interest shall be paid on the Funds. Lender shall is made or applicable law requires interest to be 20 Lender shall not be required to pay Borrower any interest or earnings reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax account, or verifying the Escrow Items, writess Lender pays Borrower interest on the Funds and applicable law permits Lender the Escrow Items. Lender may not the Borrower for holding and applying the Funds, annually analyzing the escrow (including Londer, if Lender is such as, institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity of expenditures of future Facroly Items or otherwise in accordance with applicable law.

exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates law that applies to the Fanor sets a lesser amount. It so, Lender may, at any time, collect and hold Funds in an amount not to Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RPSPA"), unless another smount a lender for a federally related mortgage form may require for Borrower's escrow account under the federal Real items are calk of Eggrow 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; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to icaschold payments or ground rents on the Property, if any; (c) yearly bazard or property insurance premiums; (d) yearly flood yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants

encumbrances of record.

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

Institutional. All of the foregoing is referred to in this Security Instrument as the "Property."

and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security TOCETHER WITH all the improvements now or bereafter erected on the property, and all essentents, appurtenances,

Lender's approval which shall not be unreasonably withfield. If Horrower fails to maintain goverage 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, Progravation, 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' 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 exacutating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property. Mew 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 othe wise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in header's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of ane lieu 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 fulse or inaccurate information or statements to Lender (or failed to provide Let der 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, is grower 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 a paragraph 7 shall be payable, with interest, upon notice from a paragraph 7 shall be payable, with interest, upon notice from a paragraph 7 shall be payable, with interest, upon notice from a paragraph 7 shall be payable, with interest, upon notice from a paragraph 7 shall be payable, with interest, upon notice from a paragraph 7 shall be payable, with interest, upon notice from a payable payable, with interest, upon notice from the payable payable, with interest payable payable

requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the four secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage 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 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.

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had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Three conditions are that Borrower. as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in enjoyeement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period

18. Borrower's Right to Reinstate. It Borrower meets certain conditions, Borrower shall have the right to have any remedies permitted by this Security Instrument without further notice or demand on Borrower.

by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke of not less than 30 days from the date the notice is delivered or mailed within which horrower must pay all sums secured

If Lender exercises this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period

federal law as of the date of this Security Instrument.

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums in it is sold or transferred (or it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

IN Transfer of the Property or a Beneficial Interest in Borrower. If all or my part of the Property or my interest 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Seccity Instrument.

the Note are declared to be severable.

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note Instruction in which the Property is located. In the event that any provision or clause of the Secretly Instrument or the

13. Coverning Law; Severability. This Security Instrument shall be governed by tederal law and the law of the

provided in this paragraph.

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

as a partial prepayment without any prepay nent charge under the Note

under the Note or by making a direct payment to Borrower. If a chind reduces principal, the reduction will be treated permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded connection with the loan exceed the permitted limits, (a) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum foam

without that Borrower's consent.

extend, modify, forbear or make any accommedations with regard to the terms of this Security Instrument or the Note to pay the sums secured by this Security I strument; and (c) agrees that Lender and any other Borrower may agree to convey that Borrower's interest in the Preparty under the terms of this Security Instrument, (b) is not personally obligated Security Instrument but does not exceed the Note: (a) is co-signing this Security Instrument only to mortgage, grant and of paragraph 17. Borrower's co. en and agreements shall be joint and several. Any Borrower who co-signs this of this Security Instrument shall bi id and benefit the successors and assigns of Lender and Borrower, subject to the provisions 12. Successors and Autgra Bound; Joint and Several Liability; Co-signers. The covenants and agreements

or remedy shall not be a wriver of or preclude the exercise of any right or remedy. made by the original Doctower or Borrower's successors in interest. Any forbearance by Lender in exercising any right payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand [conder shall not by required to commence proceedings against any successor in interest or refuse to extend time for interest of Box lever shall not operate to release the liability of the original Borrower or Borrower's successors in interest. modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

Property or to the sums secured by this Security Instrument, whether or not then due.

notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the make an award of settle a claim for damages, Borrower fulls to respond to Lender within 30 days after the date the If the Property is abundoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

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

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Security Instrument, including but not timited to, reconstill attorneys 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 in actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other refractiation 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. Borrow a 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 rotice 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 Borrowe, of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of 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.

24. Riders to this Security Instrument.	If one or more ride	ers are executed by	Borrowic and recorded together
with this Security Instrument, the covenants			
amend and supplement the covenants and agr			
Security Instrument. [Check applicable box(es)]		•	

Adjustable Rate Rider	Condominium Rider	XX 1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]		

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

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•	HOSBVAD AND WIFE [044]	CKEIGHTON,	INCM QNA MA	DARRELL J. GRAH
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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY REDER is made this 17th DAY OF SEPTEMBER, 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 WASHTENAW MORTGAGE COMPANY

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at: 3307 NORTH LAKEWOOD, CHICAGO, ILLINOIS 60657

[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, buth tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, wasners, algers, 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 zening classification, unless Lender has agree in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental ordy applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Be row: shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior witten 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

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- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, as 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.

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Proberty of Cook County Clerk's Office

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.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive ail 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 agent on 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 dérived from the Property without any showing as to the inadequacy of the Property as security

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

Borrower represents and was resits 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.

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

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

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