93088230

MORTGAGE

. 1	THIS MORTGAG	BE ("Security In:	strumeni") is given	ON DECEMBE	R 22.1992	The M	origagor is	
	KENNE	TH BURT . A	X S I MO X E X R E R S	OM DIVORCE	TON CINA C	SINCE REMA	RRTED	(#672-2-2-2-3)
This (a a vile . Imple ma	nt le ciues te						("Borrower").
unich	ecunty instrume	i existina muqu	CHAMPION FED	ERAL SAVIN	S AND LO	AN ASSOCIAT	LON BOOL	whose address is
	13159 W		14.0 IQ.10 GON		T. IL 604			("l.ender").
		ine principal s	um of FIFTY T	HOUSAND AN	NO/100			
		Joyars (U.S.1	50.000	۱ (ــــــ عا	nis dobi is ev	Idenced by Borro	wer's note dated	the same date
as this	s Security Instru JANUARY 1	Mbril (**1018*), 1 2625	which provides for This Secui	rnontaly paymi ity instrument s	enis, with the lecures to Lei	tuli debt, it not p ndet: (a) the tept	iald earlier, due i lyment of the det	and payable on
	ne, with interest	, and all runny	als, extensions and the security of t	d modifications	of the Note;	(b) the paymont	of all other sum	is, with interest,
			amont and the No					
	r the following d				COOK			County, Illinois:
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			(1	•		. DEPT-D	1 RECORDING	

93088290

1222 TRAN 5573 02/03/93 14123100 1890 4 4-93-088290 COOK COUNTY RECORDER

THE NORTH 1/2 OF LOT 17 IN BLOCK 7 IN JUNUAN PARK, A SUBDIVISION IN SECTION 29, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX 108 20-28-312-024

93088290

which has the address of Illinois ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtamences, and flixtures 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 selected 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 cisims and demands, subject to any encumbrances of record.

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

ILLINOIS single Femily Farmin Mice/Freddie Mee UNIFORM INSTRUMENT

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UNIFORM COVENANTS, BOILD

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and

interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the 2. Funds for Taxes and insurance. Subject to applicable law of to a written waiver by Lender, Botrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly teasehold payments of ground rents on the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." Lender may, at any time, collect and hold Funds in amount not to exceed the maximum amount a lender for a federality related mortgage from may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 280 Let seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

sums secured by thic Security Instrument.

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

Lender's sole discretion.

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

3. Application of Payments, Unser 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 liter charges due under the Note.

4. Charges; Liens. Borrower shall pay an taxes, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and in ashhold 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 provided the paragraph to depote all policies of amounts to be paid under this paragraph. If Borrower makes these payments. Borrower shall promptly furnish to Cender all notices of amounts to be paid under this paragraph. If Borrower makes these payments

directly. Borrower shall promptly turnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which his pilotity over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a man or acceptable to Lender; (b) contests in good faith the filen by, or defends against enforcement of the iten in, legal proceedings which in the Lander's opinion operate to prevent the enforcement of the iten; or (c) sacures from the holder of the lien an agreement satisfactory to Linder subordinating the lien to this Security Instrument. If Lendar determines that any part of the Property is subject to a lien witch may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or ake 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 Improvements now existing or hereafter erected on the Property Insured against loss by fire, hazards included within the term "extended coverage" and any other hazards including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, lunder 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 acceptably to Lender and shall include a standard mortgage clause. Lender shall have the right to note 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 obtains and 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 leasible and Lender's security is not leasered. 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 restrict the Property or to pay sums secured by this Snowing instrument, whether or the proceeds are the Property or to pay sums secured by this Snowing instrument, whether or the proceeds are the Property or to pay sums secured by this Snowing instrument, whether one proceeds are the Property or to pay sums secured by this Snowing instrument, whether one proceeds are the Property or to pay sums secured by this Snowing instrument, whether one proceeds are the Property or to pay sums secured by this Snowing instrument, whether one proceeds are the Property or to pay sums secured by this Snowing instrument, whether or the proceeds are the Property or to pay sums secured by this Snowing instrument, whether or the process are the Property or to pay sums secured by this Snowing instrument, whether or the process are the Property or to pay sums secured by this Snowing instrument. not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in willing, any application of proceeds to principal shall not extend or postpone the duction 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

Property is acquired by Lender, sorrower's right to any inscrance policies and processes resulting from carriage to the property place to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument Immediately prior to the acquisition, 5. Occupancy, Preservetion, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds, Borrower shall occupy, establish, and use the tenents as Borrower's principal residence with skyly days after the execution of this Security shall occupy as a security as Borrower's principal residence for all least one year the execution of the Security shall be stated to the security of the security and security as Borrower's principal residence for all least one year the execution of the security and security and security and security as Borrower's principal residence for all least one year the execution of the security and security as Borrower's principal residence with the security of the security and security and security as the security and security and security as Borrower's principal residence with the security of the security and security as the security and security as the Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lander otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extending circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorete, or commit waste on the Property. Borrower shall be in default if any farietine action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeitine of the Property or otherwise materially impair the lien created by this Security instrument or Lender's security interest. Borrower may dure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lander'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 Instruments or Lender's security interest. Borrower cashes the independent of Lender's security interest. shall also be in default if Borrower, during the loan application process, gave materially falso or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, Borrower shell cumply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the

leasehold. Borrower shall comply with all the provisional of the lease, it corrower acquires see 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 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 bankrubtsy, 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 Lunder's rights in the Property, Lender's actions may include paying any sums secured by a ken which has priority over this Security Instrument, and earing in court, paying reasonable attorneys' (see and entering on the Property to make repairs, Although Lender may take action under this paragraph 7, Lender does not have to go so.

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Any amounts distrused by Lender under this paragraph 7-shall become additional dabt of Borrower secured by this Security instrument. Unless florrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of

dispursement at the flote rate and shall be payable, with interest, upon holice from Lender to Borrower requesting payment.

8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the toan 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 twellth of the yearly mongage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect, Lender will accept, use and retain these payments as a loss reserve in flew of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coversige (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 Lander or applicable law.

9. Inspection, Lender or its againt may make reasonable entries upon and inspections of the Property, Lander 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 expressions 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 or not their que, with dry excess paid to borrower, in the event of a partial taking of the Property in which the fall market value of the Property inmediately before the taking, unless Borrower and Lender otherwise agree in willing, 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 by otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sun's are then due.

if the Property is abandoned by Engrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower to its 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 collon, either to restoration or repair of the Property or to the sums secured by this Security instrument, whether or not then due.

Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the que

Unless Lander 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 principals 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance by Lender Not a Watter, Extension of the time for payment or modification of amortization of the sums secured by this Soculity instrument granted by Lender to any successor in interest of Borrower shall not be required to commence proceedings against any successor in interest or infuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any diminim made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy any mode 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 lander 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; and (c)

under the terms of this Security Instrument; (b) is not personally obliquind to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, mod/y 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 of the 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 cohected 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 and a partial prepayment without any prepayment and a partial prepayment without any prepayment and a partial prepayment and a partial prepayment without any prepayment and a partial prepayment 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.

18. Governing Law; Saverability. This Security instrument shall be governed by federal law and the tow of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the ficts conflicts with applicable law. such conflict shall not affect other provisions of this Security Instrument or the Note which can be given affect without the conflicting

provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

to Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security instruction.

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 II exercise is prohibited by federal law as of the date of this Security Instrument,

If Lander exercises this option, Lander 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 falls 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.

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 refinstatement) before sale of the Property pursuant to any power or 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 occurred. However, this time to relies this shall not apply to the case of acceleration under parameters. 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.

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20. Hazardous flubstances. Borrower shall not cause or permit the presence, use, dispusal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, hor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The proceding 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 agencir 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 remediat

actions in accordance with Environmental Law.

As used in this personable 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmersal Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides; volatile solvents, materials containing ashestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal 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 ecceleration following Borrower's breach of any 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, foreclassive by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after a coloration and the right to sesart in the foreclosure proceeding the non-existence of a default or any other defense of Borrowin 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 forestole this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remediate provided in this paragraph 21, Including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payme to all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower seet pay any recordation costs.

23. Walver of Hamastead. Borrow's walves all right of homestead exemption in the Property.

24. Riders to this Socurity Instrument, if one of more fiders are executed by Borrower and recorded together with this Security Instrument, the covernants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument. (Check applicable bowles))

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Cradual	ed Paymont Aider	Plant oc	Unit Development F	Rider	Biweekly Payr	nem Rider
☐ Balloon	Rider	Rate ling	provement Rider		Second Home	Rider
Other(s)	(Specify)			·		
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THE I	UVDERBIONED	V	, a Notery Public In	and for said cou	nly and state, c	lo hereby certify that
KENNETH F. BU						personally appeared
	, and acknowledged said			freo		ct and deed and that
he, she, thoy)	sul niks petroexe	trument for the	sesu bne sesochuq			
	d official seal this	22ND	day of DEC	EMBER		1992_
My Commision Expir	911:		1 1			
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THE MORTGAGEE CURTIFIES THAT THE FORM AND SUBSTANCE OF THIS DOCUMENT IS THE FORM CURRENTLY IN USE.

93088790

1-4 FAMILY RIDER Assignment of Rents

THIS 1.4 FAMILY RIDER is made this 22ND day bi <u>DECEMBER</u> 1992, and is incorporated into and shall be deemed to amend and supplement the Moligage, Deed of Trust of Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CHAMP I ON FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

7836 R. EGGLESTON, CHICAGO, IL 60820 (Property Address)

1.4 PAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrowst and Lander further company and agree as follows:

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the reliable terms are added to the Property description, and shall also constitute the purposes of supplying or distributing neating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing applatatus, security and access control apparatus, plumbing, barn tube, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awrings, storm windows, storm doors, screens, blinks, shades, curtains and curtain roots, altached 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 Sucurity 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 at daily Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Sorrower shall not seek, agree to or make a change in the use of the Property or its joining classification, unless Lendar has agreed in willing to the change. Borrower shall comply with all laws, ordinances, ragistations and requirements of any governmental bury applicable to the Property.
- C. SUBORCHNATE LIENS. Except as permitted by Indered law, Purpower shall not allow any lien interior to the Security Instrument to be perfected against the Property without Lander's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rank loss in addition to the other hazards for which insurance is required by Uniform Covenant 6.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. LINIOUM COVEREN 18 IS IDENTIFYED
- F. BORROIVER'S OCCUPANCY. Unless Lander and Borrower otherwise agree in writing, it? It'st sentance in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining governants are agreements set forth in Uniform Covenant 6 shall remain in affect.
- a. 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 Lander's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS: APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given 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.

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If Lander gives notice of breach 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 Socurity Instrument; (ii)Lender shall be entitled to collect and receive all of the Reints of the Property: (iii) Borrower agrees that each tenant of the Property shall pay all Reints due and unpaid to Lender or Lender's agents upon Lender's willen demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lander's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rentil, including, but not limited to, attorney's tees, receiver's tees, 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 college the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

if the Rants of the Property are not sufficient to cover the casts 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 rursuant 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 you'd prevent Lender from exercising its rights under this paragraph.

Londer, 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 gildred notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do to at any time winsh a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right of remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums succeed by the Security instrument are paid in full,

I. CROSS-DEFAULT PROVISION, Borro et's default of 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 contain

wanda kaalison My Consm Exb. 7/28/98 Bonded By Service Ins. No. CC218419

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