93289245

Sugge Above This Line For Recording Data! This instrument was prepared by: FIRST NATIONAL BANK OF LAGRANGE 620 W. BURLINGTON, LAGRANGE, ILL. 60525. MORTGAGE THIS MORTGAGE ("Security Instrument") is given onMARCH..19....1993... mortgagov is ROPERT L. ERUTLER AND MANCY H. EVILER. MARRIED. AS JOINT TENANTS ("Borrowse"). This Security Instrument is given to EURST. NATIONAL BANK OF LAGRANGE which is organized and gairing under the laws of THE UNITED STATES OF AMERICA..., and whose address is 620. WEST BURGLINATE AVENUE. LAGRANGE, IL. 60525. 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 certier, the and payable onAFRIL.14..2008......................... This Security Instrument secures to Lender: (a) the repaymon of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Porrower does hereby mortgage, grant and convey to Lender the following PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLIPIOIS JUNE CLOUR PIN NO. 18 04 309 003 which has the address of .217. S. WAIGIA.... Cky

> COOK COUNTY, ILLINOIS FILED FOR RECORD

B.S. 19018 - Vingle Femily - Famile ManyFreddia Mice WHIFOPON HESTINGAERT

BANKERS SYSTEMS, INC., ST. CLOUD, MN ESSO2 (1-800-397-2341) FORM MO-1-K 8/20/91

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

BORROWER COVENANTS that Borrower is lawfully seized 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 jurisdiction to constitute a uniform security instrument covering real property.

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

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

the 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 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 lessehold payments or ground rents on the Property, if any; (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 an amount not to exceed the maximum amount Alender for a federally related mortgage to an 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. § 2601 et 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 an analyze not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonal le estimates of expenditures of future Escrew Items or otherwise in accordance with applicable

The Funds shall be livid in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender to such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender my not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a liarge. 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 interest to be read Lender shall not be required to pay independent roal 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 Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower 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 sums secured by this Security Instrument.

If the Funds held by Lender exceed the amount is 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 the Funds held by Lender at any time is not sufficient to pay the Escrow times when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount in ocease to make 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 Borrower any Funds held by Lender. If, under paragraph 21, Lender 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.

acquisition or sale of the Property, shall apply any runds new cy Lender at the time or 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 and 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 taxes, assessments, charger, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and levachold 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 now time directly to the nerson owed navment. Borrower shall promotive for the lender all notices of amounts. pay them on time directly to the person owed payment. Borrower shall promptly finish to Lender 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 manner acceptate 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 (c) 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 he Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice in this priority in 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.

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SANKERS SYSTEMS, INC., ST. CLOUG. Nº 56202 (1-800-287-2241) FORM MO-14L 8/20/81

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against less 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 fails to maintain coverage described above, Lender may, at Lender's ontion, obtain coverage to protect I amber's rights in the Property is property with a property of the property in appealment with a property of the property is property in appealment with a property of the property is appealed to the property of the propert 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, ander 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 Leader. 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 Personal demagnet, if the restoration or repair is economically feasible and Lender's security is not lessened. If the re-soration or rupair 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 abandone 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.

A Occurrence Property and Protection of the Property; Borrower's Loan Application;

5. Occupancy Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower the I occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this for unity instrument and shell continue to occupy the Property as Borrower's principal residence for at least one year after the his of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeither action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security instrusions or Lender's security interest. Forcewer may cure such a default and reinstate, an provided in paragraph 18, by matrixient or Lender's security interest. Infrower may cure such a default and reinstate, an provided in paragraph 18, by causing the action or proceeding to be discussed with a ruling that, in Lender's good faith determination, precludes forfeigne of the Borrower's interest in the Priperty or other material impairment of the lien created by this Security instrument or Lender's accurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidence by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal evidence. If this Security Instrument is on a leasehold, Borrower shall again the Property as a principal evidence. If this Security Instrument is on a leasehold, Borrower shall again the Property as a principal evidence for title to the Property. ply with all the provisions of the lease. If Borrow er acquires fee title to the Property, the leasehold and the fee title

shall not make the provisions of the lease. It notice of an interest the property, and interest the property of the property and Leader's rights in the property of the proper 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 evicting 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 Londer agree to other terms of par interest, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Londer to Borrower

requesting payment.

8. 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 stantially 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 no available, Borrower shall to Lander each month a sum equal to one-twelfth of the yearly mortgage insurance premiums bying paid by Borrower when the insurance coverage lapsed or cessed to be in effect. Lender will accept, use and retain these payments as a loss reserve in lies of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

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BANKS/IG SYSTEMS, INC., ST. CLOUD, MN 68302 (1-800-307-2341) FORM MO-1-IL 6/20/81

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 leas reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Londer or its agent may make reasonable entries upon and inspections of the Property. Lender shall

give Borrower actice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

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

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

postpone the due date of the canthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender

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

12. Successors and Assigns Bound; soint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and be refit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the birth: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property anier the terms of this Security Instrument: (b) is not personally and convey that Borrower's interest in the Property in her the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security in manner; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodation; with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

partial prepayment without any prepayment charge under the Noto.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another nethod. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. (my notice to Lender shall be given by first class mail to Lender's address stated heroin or any other address Lender design was by notice to Borrower. Any notice

provided for in this Security Instrument shall be deemed to have been given to Borrowe' 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 the Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note and declared to be associated. Note are declared to be severable.

- MANKERS SYSTEMS, INC., ST. CLOUD, MN 66302 (1-800-387-2341) FORM MD-1-IL 6/20/8

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

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 Londer exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke

any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have 15. Horrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Nete 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, mesonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right or reinstate shall not scole of acceleration under paragraph 17. 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 partial interest in the Note (together with this Security

Instrument) may be in one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loat Sarvicer") 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 it on written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the new 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. Haxardous Substance. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on count the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any invironmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small of antities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other comediation of any Hazardous Substance affecting the Property is naccessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances defined as toxic or hazardous substances are those substances defined as toxic or hazardous substances."

by Environmental Law and the following substances: gas line, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, material, containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means formal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protectio 1.

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

21. Acceleration; Remedies. Lender shall give notice to degrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument fout not prior to acceleration under paragraph 17 scales 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 dute specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other deserge of Borrower to acceleration and forelosure. If the default is not cured on or before the date specified in the none, 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 payment in full of this paragraph 21, including, but not limited to, to sonable attorneys' fees and conts of title evidence. 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 night of homestead exemption in the Property

| 24. Riders to this Security Instrument, this Security Instrument, the covenants and agreements of Instrument. [Check applicable box(es)] | . If one or more riders are executed by Bor reements of each such rider shall be incor- this Security Instrument as if the rider | porated into and shall amend and | | | | | |
|--|--|--|--|--|--|--|--|
| ☐ Adjustable Rate Rider ☐ Graduated Payment Rider ☐ Balloon Rider ☐ Other(s) [specify] | ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Rate Improvement Rider | EX 1-4 Family Rider ☐ Biweekly Payment Rider ☐ Second Home Rider | | | | | |
| By Signing Below, Borrower accepts and agrees of the terms and covenants contained in this Security Instrument | | | | | | | |
| and in any rider(s) executed by Borrower and n | Valoria Dilko | (Seal) -Borrower | | | | | |
| | Social Security Number32 | 4-52-9121 | | | | | |
| 600 | NANCY M BUTLER | (Seal) -Borrower | | | | | |
| | Social Security/Number33 | 9-46-7107 | | | | | |
| [Space | Below This Line For Acknowledgment | | | | | | |
| Ox | | | | | | | |
| STATE OF ILLINOIS, | O / Coun | ty ss: | | | | | |
| LITA | FIHNSON | | | | | | |
| MARRIED. AS JOINT TENANTS | , 00.107 | | | | | | |
| personally known to me to be the same person(| s) whose nar o(s, | | | | | | |
| subscribed to the feregoing instrument, appears signed and delivered the instrument as | id before me this day in person, and ackno it | for the uses and purposes therein | | | | | |
| | 19 1 | March 1993 | | | | | |
| Given under my hand and official seal, | this day of | | | | | | |
| My Commission expires: | Tita on 11 10 No ary Pul | W) | | | | | |
| | | bilo OFFICIAL OFFICIAL | | | | | |
| | | We William Committee | | | | | |

93289245

UNOFFICIAL COPY

1-4 FAMILY RIDER

Assignment of Rents

| THIS 1-4 FAMILY RIDER is made this | | day of | MARCH, 1993 | | | |
|---|------------------|---------------------|--------------------------------------|-----------------|--|--|
| and is incorporated into and shall be deemed to amend | and supplement | the Mortgage, De | ed of Trust or Secu | crity Dood (the | | |
| "Security Instrument") of the same date given by the un FIRST NATIONAL BANK OF LAGRANGE, ORGAN | densigned (the " | Borrower") to sec | cure Borrower's Not R THE LAWS OF | to to | | |
| UNITED STATES OF AMERICA, 620 WEST BUI | rlington av | enue, lagran | GE, IL 60525 | | | |
| (the "Lensier") of the same date and covering the Proper 217 S. WAICHA, LAGRANGE, IL, 50525 | rty described in | the Security Instru | ament and located at | l : | | |
| [Present 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 location 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 pre-ratus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, atove; efrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, acressa, blinds, shades on tains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the importy, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property of second 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; COMPAYANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall mair ain 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" DELETEL. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in affect.
- G. ASSIGNMENT OF LEASES. Upon Leader's request, Borrower shall region to Leader all leases of the Property and all security deposits made in connection with leases of the Property. Upon the regionment, Leader shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Leader's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a truschold.
- 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 Leader's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

| MULTWYA'TE 1-0 FAMILY | NOER - Fannia | Mas/Freddle Mes | UNIFORM IN | STRUMENT |
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BANKERS SYSTEMS, INC., ST. CLOUD, MN 88303 (1-800-367-2341) FORM 1-4 FAM-R 2/1/61

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

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

Borrower represents and warrants that Borrower has not executed any prior sasignment of the Rents and has not and accured by the Security Instrument pursuant to Uniform Covenant 7.

will not perform any act that would prevent Lender from exercising its rights under this puragraph.

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

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

Security Instrument.

oci. (lao2) me and provisions contained in this 1-4 Pamily Rider. BY SIGNING BELOW, Belrower accepts and

RERS SYSTEMS, INC., ST. CLOUD, MN 76302 (1-800-387-2341) FORM 1-4 FAM-R 2/1