PREMIER HOME FINANCING, INC. 1315 W. 22ND ST. - SUITE 100 OAK BROOK, IL 60521

93333104

93333104

(Space Above This Line For Recording Data)

MORTGAGE

Loan #

THIS MORTGAGE ("Security Instrument") is given on

April 30, 1993

. The mortgagor is

FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE UNDER TRUST AGREEMENT DATED

APRIL 22, 1993 AND KNOWN AS TRUST NUMBER 13091

740011 TRAN 1828 05/04/93 15:22

(*Borrower*). This Security Instrument is given to

Premier Acme Financing, Inc.

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which is organized and existing under the laws of

THE STATE OF ILLINOIS

, and whose

address is 1315 West 22nd Street Oak Brook, Illine 4 60521

"Lender"). Borrower owes Lender the principal sum of

One Hundred Fifty Nine Thousand Three Hundred and

no/100-----

Dollars (U.S. \$ 159,300.00

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 May 1, 2023

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's commants 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:

LOT 29 IN BLOCK 3 IN WILLIAM A. BOND AND COMPANY'S ARCHER HOME ADDITION, BEING A RESUBDIVISION OF BLOCKS 1 TO 16, INCLUSIVE IN WILLIAM A. BOND'S SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

19-10-205-040-0000

93333104

which has the address of

Illinois

60632 [Zip Code] 4750 S. KARLOV AVE, ("Property Address");

CHICAGO

[Street, City],

ILINOIS-Single Family-Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

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Form 3014 9/90 Amended 6/91

-68(IL) (9106).01

VMP MORTGAGE FORMS - (313)293-6100 - (800)521-7281

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by 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 leasehold 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 paragrap; 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 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 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 insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for inciding 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 charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be nearly to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest thall 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 amounts permitted to be held by appareable 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 Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary 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 agrant; the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to 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 acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (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 the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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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, Lender may, at Lender's option obtain coverage in 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 pand premiums and renewal makes 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 of the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration of repair is not exercionically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums ascured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does an inver within 10 days a notice from Lender that the insurance carrier has offered to settle a claim, then Leader may collect the insurance proceeds. Leader may use the proceeds to repair or restore the Property or to pay sums secured by this becurity incriment, whether or not then due. The 30-day period will begin when the notice is given,

Unless London and discover otherwise agree in writing, my 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 aquisition shall pass to Lender to the extent of the sums secured by this Security Instrument

immediately prior to the acquisition

6. Occupancy, Preservation, Maintenance and Protection of 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's 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 extenuating circumstances exist which are beyond Boro wer's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit wast, on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Londer's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest, Borrower may 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 Lender's good faith determination, precludes forfeiture of the Barower's interest in the Property or other material impairment of the hen created by this Security Instrument or Lender's so unity interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate intermation 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 shall comply with all the provisions of the lease. If Borrower actuires 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 it, the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations) do a Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Cender'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 Lender 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 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 lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, it mortgage insurance coverage in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

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

shall be paid to Lender.

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

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

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

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

11. Borrower Not Released; Forhearance By Londer Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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Property of Cook County Clerk's Office

17. Transfer of the Property or a Beneficial Interest in Borbower If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

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

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

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not cluse 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 providing 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, lawauit or other action by any governmental or regulatory agency or private party involving the Property and vay Yazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take

all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and ratioac ive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Corower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

Form 3014 8/90

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24. Riders to this Security Security Instrument, the covenants the covenants and agreements of the [Check applicable box(es)] [XX] Adjustable Rate Rider Graduated Payment Rider	s and agreements of each such is Security Instrument as if t	h rider shall be incorpor the rider(s) were a part o	Borrower and recorded together rated into and shall amend and short this Security Instrument. 22 1-4 Family Rider Biweekly Payment Rider	
Balloon Rider V.A. Rider	Rate Improv Other(s) [spi	rement Rider ecify}	Second Home Rider	
BY SIGNING BELOW, Borrow in any rider(s) executed by Borrow		he terms and covenants	contained in this Security instru	ment and
Witnesses:		46		
	TACHED RIDER FOR	AS TRUSTEE UNLE	BANK OF EVERGREEN PARK R TRUST AGREEMENT DATE AND KNOWN AS TRUST NUM	D
	(Scal) -Borrower	Senior Vice I Attentiano	1 10 1	-Borrower (Seal) -Borrower
STATE OF ILLINOIS,	Cook	Count		
 undersigned 	·	•	or said county and state do hereb	
FIRST NATIONAL BA APRIL 22, 1993 AN President & Trust Off:	D KNOWN AS TRUST NUM	MBER 13091 - Jos hiero. Assistant	R TRUST AGREEMENT DAT eph C. Fanelli, Senior Trust Officer to be the same person(s) whose	Vice
are subscribed to the foregoing instrum				iterise(a)
signed and delivered the said instruction Given under my hand and office	ment as THEIR fo	ec and voluntary act, for all all all all all all all all all al	r the uses and purposes therein s	ei forth.
My Commission Expires:	OFFICIAL SEAL OFFICIAL SEAL NAVARRI DEBORAH M. NAVARRI Notary Public, State of Unit Notary	Spoonly Public	- Mucot	
This Instrument was prepared by:	1			
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UNOFFICIAL COPY

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RIDER ATTACHED TO MORTGAGE TO Premier Home Financing, Inc.

DATED April 30, 1993

This Mortgage is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary not withstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the FIRST NATIONAL BANK OF EVERGREEN PARK, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability of personal responsibility is assumed by, nor shall at any time be asserted or enforced against First National Lank of Evergreen Park, its agents or employees, on account hereof, or on any of covenants, undertaking or agreement herein or in said principal not contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

FIRST NATIONAL BANK OF EVERGREEN PARK not individually out as Trustee under Trust No. 13019

SOFFICE

Senior Vice President & Trust Officer

ATTEST:

Assistant Trust Officer

Property of Coot County Clert's Office

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 30th day of APRIL, 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

PREMIER HOME FINANCING, INC.

(the "Lender")

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

4750 S. KARLOV AVE., CHICAGO, IL 60632

[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 latended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, slaks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, "abinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements zon, additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All to 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. Somewer shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has egized in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any government if 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 cermission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss 11 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 der 201.
- E. 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 coverants 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.
- 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

Form 3170 9/90 (puge 2 of 2 puges)

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SEE ATTACHED RIDER FOR BYECUTION BY THUSTEE

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

Justannsuf

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

all the sums secured by the Security Instrument are paid in full.

Lender, or Lender's agence or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so a any time when 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

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

secured by the Sec (rity Instrument pursuant to Uniform Covenant 7.

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

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

showing as to the inadequacy of the Property as security.

the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender agents upon Lender's written demand to the tenant; (iv) unless applieable 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 honds, 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's agents or any judicially appointed receiver and then to the sums secured by the Security Instrument; (v) Lender's agents or any judicially appointed to bave a receiver appointed to take passession of and manage the Property and collect the Rents and profits derived from the Property without any to take passession of and manage the Property and collect the Rents and profits derived from the Property without any

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

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

RIDER ATTACHED TO ASSIGNMENT OF RENTS TO Premier Home Financing, Inc.

DATED April 30, 1993 UNDER TRUST NO. 13091

THIS ASSIGNMENT OF RENTS, is executed by FIRST NATIONAL BANK OF EVERGREEN PARK, not personally but as Trustee as aforesaid, in the exercise of powers and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of FIRST NATIONAL BANK OF EVERGREEN PARK personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either expressed or implied herein or therein contained, all such liability, if any being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as First National Bank of Evergreen Park, personally, in concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

FIRST NATIONAL BANK OF EVERGREEN PARK Not Individually, but as Trustee Under Trust No. 43091.

Senior Vice President & Thust Officer

ATTEST:

Assistant Triest Officer

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PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE
INTEREST RATE WILL RESULT IN LOWER PAYMENTS. Words, numbers or phrases preceded by a are applicable only if the is marked, e.g. [X].
This Rider is made this 30TH day of APRIL, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
PREMIER HOME FINANCING, INC.
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at
4750 S. KARLOV AVE., CHICAGO, II 60632 (Property Address)
Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender
further covenant and agree as follows:
A. INTEREST RATE AND SCHEDULED PAYMENT CHANGES
(1) Initial Interest serie The Note provides for an "initial Interest Rate" of 5.50 %. The Note provides for changes in the interest rate and the scheduled payments.
(2) Change Dates Each date on which my interest rate of aid change is called a "Change Date," 9333304
(You must check one box and fill in the appropriate information)
The Note interest rate may change on the first day of the month beginning on MAY 1, 1994 and on the first day of the month every months thereafter.
The Note interest rate may change on the day of the month beginning on and on that day of the month every months thereafter.
The Note interest rate may change
The Note interest rate may change and on every thereafter.
(3) The Index Changes in the interest rate are governed by changes in an interest rate index ruled the "Index". The Index is:
ONE YEAR TREASURY BILL
The most recent Index figure available as of the date X 45 days days have each Change Date is called the "Current Index".
If the Index is no longer available, the Note Holder will choose a new index which is beset upon comparable information. The Note Holder will give me notice of this choice.
(4) Calculation of Changes Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS
percentage points (2.75 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest
(You must check one box and fill in any appropriate rounding value)
x one-eighth of one percentage point (0.125%).
of one percentage point (%).
Subject to the limits stated in Section A(5) on page two, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the scheduled payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my scheduled payment.

LINIOFFICI	
(5) Limits on Interest fact flungs The interest rate 1 am required to pay at the first Charge	Date witt not be greater than } Zi 50 % or less than
3. 10 %. Thereafter, my interest rate will nev	ver increase or decrease on any single Change Date by more than
en e	rest I have been paying for the preceding period.
(You must check one box and fill in the appropriate limit	(s))
My interest rate will never be greater than	%.
My interest rate will never be greater than 11.50	9. % or less than 2.75 %.
	nge Date. I will pay the amount of my new scheduled payment unge Date until the amount of my scheduled payment changes
	my changes in my interest rate and the amount of my scheduled to will include information required by law to be given me and wer any question I may have regarding the notice.
B. LOAN CHAEGPS	
law is interpreted so that the interest or other loan charges exceed permitted limits. If this is the case, then: (A) any reduce the charge to the permitted limit; and (B) any sums all	nt is subject to a law which sets maximum loan charges and that collected or to be collected in connection with the loan would such loan charge shall be reduced by the amount necessary to ready collected from Borrower which exceeded permitted limits this refund by reducing the principal owed under the Note or by
C. PRIOR LIENS	
	and the state of t
If Lender determines that all or any part of the sums sect priority over this Security Instrument, Lender was send Bo	ared by this Security Instrument are subject to a lien which has prower a notice identifying that lien. Borrower shall promptly
act with regard to that lien as provided in paragraph 4 of the	Security Instrument or shall promptly secure an agreement in a
form satisfactory to Lender subordinating that lies to this Sec	urliy Instrument. 93333104
D. TRANSFER OF THE PROPERTY	
increase in the current Note interest rate, or (2) an increase in	oh 11 of the Security Instrument, Lender may require (1) an (or resount of) the limit on the amount of any one interest rate figure, or 21 of these, as a condition of Lender's waiving the
By signing this, Borrower agrees to all of the above.	
SEE ATTACHED RIDER FOR BRECUTION BY TRUSTEE	
PIRST NATIONAL BANK OF EVERGREEN PARK AS	
TRUSTEE UNDER TRUST AGREEMENT DATED APRIL	2,0
22, 1993 AND KNOWN AS TRUST NUMBER 13091	
T. Chamber	Vis.
Senter Vice President's Trust Officer	
and the war should work	
Assistant Doust Officer	

RIDER ATTACHED TO Adjustable Rate Loan Rider - Premier Home Financing, Inc.

DATED: April 30, 1993

UNDER TRUST NO. 13091

Executed and delivered by FIRST NATIONAL BANK OF EVERGREEN PARK not in its individual capacity, but solely in the capacity herein described for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any being hereby expressly waived and released by all other parties hereto, and those claiming by, through or under them.

FIRST NATIONAL BANK OF EVERGREEN PARK not individually, but as Trustee Under

16/4'SO

Trust No. 13091

Senior Vice President & Trust Officer

ATTEST:

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