



# UNOFFICIAL COPY

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 paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under 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 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 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 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 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 amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of 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 against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all 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.

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 fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If, under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, 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 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 forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may 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 Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in 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 acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a condition preceding that may significantly affect Lender's rights in

# UNOFFICIAL COPY

be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower 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 radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The 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 defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

**24. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

Rate Improvement Rider

Second Home Rider

Other(s) (specify)

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

Witnesses:

PATRICK J. McLAIN

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Space Below This Line for Acknowledgement)

STATE OF ILLINOIS, COOK

COUNTY SS:

I, Wanda E. Stearns,

, a Notary Public in and for

said county and state do hereby certify that PATRICK J. McLAIN, DIVORCED AND NOT SINCE REMARRIED

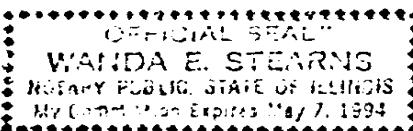
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

29th day of JANUARY, 1993

Wanda E. Stearns  
Notary Public

My commission Expires:



PAS046IL (10/92)  
IL01C (11/92)

FNMA/FHLMC Form 3014 (9/90) (page 4 of 4 pages)

# UNOFFICIAL COPY

(known as the "Loan Security") that collects monthly payments due under the Note and this Security instrument. There also may be Security instruments held under the Note in a change in the security interest.

**18. Sale of Note or a Partial Interest in the Note (together with this Note).** Notwithstanding the date of execution of this Note, if no acceleration of the Note has occurred, the Note may be sold or more sums without prior notice to Borrower. A sale may result in a change in the security interest.

**19. Security Instruments under Paragraph 17.**

Any amounts disbursed by Lender under this paragraph 7 shall be paid by Borrower to Lender upon notice from Lender. These amounts include payments made to Borrower under agreements in writing or otherwise between Lender and Borrower which have been made to assure that the loan of this Note or a portion thereof has been repaid. Upon notice of any such action as lender may reasonably require to assure that the loan of this Note or a portion thereof has been repaid, Borrower shall pay to Lender the amount so disbursed.

**20. Security Instruments under Paragraph 18.** Any amounts which have been disbursed by Lender under this paragraph 7, including any amounts disbursed by Lender under paragraph 17, shall be paid by Borrower to Lender upon notice of any such action as lender may reasonably require to assure that the loan of this Note or a portion thereof has been repaid.

**21. Security Instruments under Paragraph 19.** If Borrower fails to pay these sums prior to the expiration of this Note as it is now contained in the Security instrument, the Note may be sold or more sums without prior notice to Borrower.

**22. Security Instruments under Paragraph 20.** Under this provision, Lender's rights in this Note or a portion thereof shall be limited to those set forth below.

**23. Security Instruments under Paragraph 21.** If Borrower sells or conveys his right to this Note or a portion thereof to another party, the security interest in this Note or a portion thereof shall remain in the hands of the person so buying it unless otherwise agreed by Lender and Borrower.

**24. Security Instruments under Paragraph 22.** If Borrower sells or conveys his right to this Note or a portion thereof to another party, the security interest in this Note or a portion thereof shall remain in the hands of the person so buying it unless otherwise agreed by Lender and Borrower.

**25. Security Instruments under Paragraph 23.** If Borrower sells or conveys his right to this Note or a portion thereof to another party, the security interest in this Note or a portion thereof shall remain in the hands of the person so buying it unless otherwise agreed by Lender and Borrower.

**26. Security Instruments under Paragraph 24.** If Borrower sells or conveys his right to this Note or a portion thereof to another party, the security interest in this Note or a portion thereof shall remain in the hands of the person so buying it unless otherwise agreed by Lender and Borrower.

**27. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Security instrument be sold or transferred and Borrower is not a natural person interested in it, it is sold or transferred for its severable interest.

**28. Borrower's Right to Resist Suit.** Lender shall have the right to resist suit brought against Borrower by any other creditor holding a security interest in this Note or a portion thereof.

**29. Governing Law; Severability.** This Security instrument shall be governed by the laws of the state or province in which it was created and by federal law.

**30. Notices.** Any notice to Borrower provided for in this Security instrument shall be given by first class mail to Borrower at his address set forth in this Note or by delivery to Borrower in person or by certified mail addressed to him at his address set forth in this Note or by delivery to his place of business or residence.

**31. 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 of other loans or installments shall be controlled in connection with the note, then the maximum loan charge under this Note shall be controlled by the note.

**32. Successors and Assigns.** Subject to the restrictions in paragraph 17, Borrower's successors and assigns by reason of any merger or consolidation of Borrower, shall be liable for the payment of all sums secured by this Security instrument but does not affect the notes of other creditors.

**33. Governing Laws; Co-signers.** The co-signers shall be liable for payment of all sums secured by this Security instrument and the co-signers shall be liable for payment of all amounts due under this Note.

**34. Waiver.** Any provision of this Note which purports to waive the right of Lender to exercise any right granted to Lender hereunder, or to waive any right of Lender under this Note, is hereby rejected.

**35. Governing Laws; Non-Release.** The proceeds of this Note shall not be released to Borrower, or to any other creditor of Borrower, until the note is paid in full and the security interest in this Note is terminated.

**36. Governing Laws; Waiver.** Any provision of this Note which purports to waive the right of Lender to exercise any right granted to Lender under this Note, is hereby rejected.

**37. Governing Laws; Non-Release.** The proceeds of this Note shall not be released to Borrower until the note is paid in full and the security interest in this Note is terminated.

**38. Governing Laws; Non-Release.** The proceeds of this Note shall not be released to Borrower until the note is paid in full and the security interest in this Note is terminated.

**39. Governing Laws; Non-Release.** The proceeds of this Note shall not be released to Borrower until the note is paid in full and the security interest in this Note is terminated.

**40. Governing Laws; Non-Release.** The proceeds of this Note shall not be released to Borrower until the note is paid in full and the security interest in this Note is terminated.

**41. Governing Laws; Non-Release.** The proceeds of this Note shall not be released to Borrower until the note is paid in full and the security interest in this Note is terminated.

**42. Governing Laws; Non-Release.** The proceeds of this Note shall not be released to Borrower until the note is paid in full and the security interest in this Note is terminated.

**43. Governing Laws; Non-Release.** The proceeds of this Note shall not be released to Borrower until the note is paid in full and the security interest in this Note is terminated.

**44. Governing Laws; Non-Release.** The proceeds of this Note shall not be released to Borrower until the note is paid in full and the security interest in this Note is terminated.

**45. Governing Laws; Non-Release.** The proceeds of this Note shall not be released to Borrower until the note is paid in full and the security interest in this Note is terminated.

**46. Governing Laws; Non-Release.** The proceeds of this Note shall not be released to Borrower until the note is paid in full and the security interest in this Note is terminated.

**47. Governing Laws; Non-Release.** The proceeds of this Note shall not be released to Borrower until the note is paid in full and the security interest in this Note is terminated.

**48. Mortgage Insurance.** If Lender requires a mortgage insurance premium to be paid to Borrower, the premium shall be paid by Lender to Borrower. In the event of a partial release of the note secured by this Security instrument, the mortgage insurance premium shall be paid by Lender to Borrower.

# UNOFFICIAL COPY

ADJUSTABLE RATE RIDER  
(1 Year Treasury Index - Rate Caps)

TO RECORD TO ATTACHED THE  
CORRECT 1-4 FAMILY RIDER  
FORM

THIS ADJUSTABLE RATE RIDER is made this 29th day of January, 19 93 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 Adjustable Rate Note (the "Note") to SHEARSON LEHMAN HUTTON MORTGAGE CORPORATION

A DELAWARE CORPORATION  
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3339 S. EMERALD

CHICAGO, IL 60616

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

**Additional Covenants.** 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 MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 8.8750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### **4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

##### **(A) Change Dates**

The interest rate I will pay may change on the first day of March, 19 94, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

##### **(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 days before 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 based upon comparable information. The Note Holder will give me notice of this choice.

##### **(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three percentage points (3.0000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal 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 monthly payment.

##### **(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 8.8750 % or less than 4.8750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0 %) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12.8750 %.

##### **(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

##### **(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

#### **B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

# UNOFFICIAL COPY

A156A (07/92) Page 2 of 2  
PA9052 (7/93) MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Farnde Moes/Freddie Mac Uniform Instrument  
Form 3111-3-65

Rate Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

If Lender exercises the option to require immediate payment in full, 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.

Lender releases Borrower in writing.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's con-

dition to the loan assumption. Lender may also require the transfer to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

Borrower - PATRICK J. MCILAIN

(Seal)

Borrower -

(Seal)

Borrower -

(Seal)

Borrower -

(Seal)

Property of Cook County Clerk's Office

05071133611 30091601

# UNOFFICIAL COPY

## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 29th day of January, 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 SHEARSON LEHMAN HUTTON MORTGAGE CORPORATION, A DELAWARE CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3339 S. EMERALD

CHICAGO, IL 60616

(Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all or which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing, together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security instrument as the "Property".

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its 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 maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**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 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 "sublessee" 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 Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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

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

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

# UNOFFICIAL COPY

FORM 3120 350

PAGE 2 OF 2  
04/24/1992  
PAS587 (4/2/91)

Property of Cook County Clerk's Office

Amount due \_\_\_\_\_  
(Ses) 1030  
Date \_\_\_\_\_  
Lender \_\_\_\_\_  
C: \_\_\_\_\_  
Signature \_\_\_\_\_  
(Ses)  
Witness \_\_\_\_\_  
(Ses)

MARK J MCILIN

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Family Paper

shall be a breach under the Security instrument and Lender may invoke any of the remedies permitted by the Security instrument.

**1. CROSS-DEFALKT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall cause all the sums secured by the Security instrument to become due in full.

This assignment of Rents of the Property shall terminate when all the sums secured by the Security instrument are paid in full.

before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or remedy of Lender.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or remedy of Lender.