

# UNOFFICIAL COPY

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3024 B, 8/80 (page 1 of 8 pages)

100

Illinois 60609 ("Property Address")

Which has the address of 4638 EMERALD S ("Property Address")

BOX 333 CHICAGO

94460823

94 MAY 23 PM 1:34

COOK COUNTY, ILLINOIS FILED FOR RECORD

PLEASE RE-RECORD MORTGAGE IN ORDER TO INCORPORATE THE FAMILY RIDER ATTACHED

2622797

94460823

THE SOUTH 20 FEET OF LOT 3 AND ALL OF LOT 4 IN BLOCK 2 IN MARIA LAMB'S SUBDIVISION OF LOT 12 AND EAST 8 FEET OF LOT 14 IN ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 IN SECTION 4, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: #20-04-326-028-0000

60609

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 APRIL 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 covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

(\$7,800.00 Dollars, U.S. \$ 73,800.00). 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 APRIL 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 covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

THIS MORTGAGE ("Security Instrument") is given on MARCH 5, 1993. The mortgagor is THOMAS J O'CONNELL AND KAREN A O'CONNELL, HIS WIFE

("Borrower"). This Security Instrument is given to ST. PAUL FEDERAL BANK FOR SAVINGS which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 6700 N. NORTH AVE, CHICAGO, ILLINOIS 60635

("Lender"). Borrower owes Lender the principal sum of SEVENTY THREE THOUSAND FIVE HUNDRED AND 00/100

## MORTGAGE

261200127

(Space Above This Line For Recording Data)

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94 MAR -3 PM 12:25

COOK COUNTY, ILLINOIS FILED FOR RECORD

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Property of Cook County Clerk's Office

09-01-2013

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FORM 3014 AND PAGE 2 OF 8 PAGES

Form 3014 AND PAGE 2 OF 8 PAGES

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 replacement 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.** 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 due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach prior to the 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 reasonably estimable 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, instrumentally, 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 amount 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 Payment.** 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 21 (third, to interest due); fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges, Taxes.** Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may attach prior to the 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 those 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) contains 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 attach prior to the 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. **Assignment.** Borrower shall not assign, convey, or otherwise dispose of the Property or any part of the Property without the written consent of Lender. Any assignment, conveyance, or other disposition of the Property or any part of the Property made in violation of this paragraph shall be void and shall not bind Lender. Lender shall not be bound by any assignment, conveyance, or other disposition of the Property or any part of the Property made in violation of this paragraph.

6. **Waiver of Deficiency.** Borrower waives the right to a deficiency judgment in the event of a foreclosure sale of the Property. This waiver shall not be construed to limit the amount of a deficiency judgment that may be entered against Borrower in a court of competent jurisdiction.

7. **Entire Agreement.** This Security Instrument, together with the Note, constitutes the entire agreement between Borrower and Lender with respect to the loan described herein and supersedes all other agreements, understandings, and negotiations between Borrower and Lender with respect to the loan.

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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 loan reserve in lieu of cash payments.

Any amount 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 be, interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold.** 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 proceedings, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impairs the Property. Borrower shall be in default if any action or proceeding to 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 merge unless Lender agrees to the merger in writing.

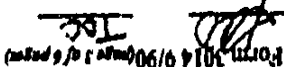
5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amount 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 same 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 or 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 2 the Property is acquired by Lender, Borrower's right to any insurance 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.

4. **Assignment.** Borrower shall not assign, convey, or otherwise dispose of the Property or any interest therein, in whole or in part, without the prior written consent of Lender, 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 proceedings, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impairs the Property. Borrower shall be in default if any action or proceeding to 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 merge unless Lender agrees to the merger in writing.

3. **Default.** Borrower shall be in default if any of the following events occur: (a) Borrower fails to pay any amount due under this Security Instrument when it is due; (b) Borrower fails to pay any amount due under this Security Instrument when it is due; (c) Borrower fails to pay any amount due under this Security Instrument when it is due; (d) Borrower fails to pay any amount due under this Security Instrument when it is due; (e) Borrower fails to pay any amount due under this Security Instrument when it is due; (f) Borrower fails to pay any amount due under this Security Instrument when it is due; (g) Borrower fails to pay any amount due under this Security Instrument when it is due; (h) Borrower fails to pay any amount due under this Security Instrument when it is due; (i) Borrower fails to pay any amount due under this Security Instrument when it is due; (j) Borrower fails to pay any amount due under this Security Instrument when it is due; (k) Borrower fails to pay any amount due under this Security Instrument when it is due; (l) Borrower fails to pay any amount due under this Security Instrument when it is due; (m) Borrower fails to pay any amount due under this Security Instrument when it is due; (n) Borrower fails to pay any amount due under this Security Instrument when it is due; (o) Borrower fails to pay any amount due under this Security Instrument when it is due; (p) Borrower fails to pay any amount due under this Security Instrument when it is due; (q) Borrower fails to pay any amount due under this Security Instrument when it is due; (r) Borrower fails to pay any amount due under this Security Instrument when it is due; (s) Borrower fails to pay any amount due under this Security Instrument when it is due; (t) Borrower fails to pay any amount due under this Security Instrument when it is due; (u) Borrower fails to pay any amount due under this Security Instrument when it is due; (v) Borrower fails to pay any amount due under this Security Instrument when it is due; (w) Borrower fails to pay any amount due under this Security Instrument when it is due; (x) Borrower fails to pay any amount due under this Security Instrument when it is due; (y) Borrower fails to pay any amount due under this Security Instrument when it is due; (z) Borrower fails to pay any amount due under this Security Instrument when it is due.

2. **Interest.** Borrower shall pay to Lender the interest on the loan secured by this Security Instrument at the rate specified in the Note. Interest shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

1. **Payment.** Borrower shall pay to Lender the principal amount of the loan secured by this Security Instrument in accordance with the schedule set forth in the Note.

Form 1014 9/90 (page 1 of 6 pages)  


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2395 SUP 91

Form 3014 9/90 (page 4 of 8 pages) JOC

declared to be severable. To the extent the provisions of this Security Instrument and the Note are given effect without the conflicting provision, such conflict shall not affect other provisions of this Security Instrument or the Note which can conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note.

15. Governing Law. This Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. This Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail or by other means which provides for a return receipt. The notice shall be directed to the Property. Any notice to Lender shall be given by first class mail or by other means which provides for a return receipt. The notice shall be directed to the Property.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by (a) sending it or by depositing it in a mailbox or by other means which provides for a return receipt. The notice shall be directed to the Property. Any notice to Lender shall be given by first class mail or by other means which provides for a return receipt. The notice shall be directed to the Property.

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 limit, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed the permitted limit 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.

12. Successors and Assigns. 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 or may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

11. Borrower Not Released. To bearance 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 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.

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.

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. Lender and Lender or applicable law. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premium 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.

8. 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. Lender and Lender or applicable law. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premium 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.

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10/19/90 (over 5 of 6 pages)  
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16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. If 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. This 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 Reimburse. 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 or any other covenant or agreement; (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 right in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage of 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 remedial action is required by any Hazardous Substance Act, or if the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

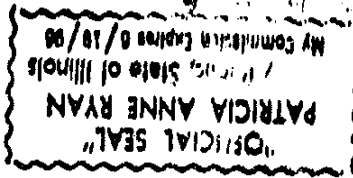
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing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

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; and (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, including, but not limited to, reasonable attorneys' fees and costs of this 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 reasonable costs.

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

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Form 3014 9/90 (page 6 of 6 pages)

2395 SEP 91

46423316

6-12-96

My commission expires: \_\_\_\_\_

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1996, I, Notary Public, \_\_\_\_\_, 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 to me that he executed the foregoing instrument, for the uses and purposes therein set forth, free and voluntary act, for the uses and purposes therein set forth.

THOMAS J O'CONNELL AND KAREN A O'CONNELL, HIS WIFE  
 a Notary Public in and for said county and state, certify that \_\_\_\_\_

STATE OF ILLINOIS, \_\_\_\_\_ County ss: \_\_\_\_\_  
 (Space Below This Line For A Knowledge)

(Seal) -Borrower

(Seal) -Borrower

KAREN A O'CONNELL

(Seal) -Borrower

THOMAS J O'CONNELL

(Seal) -Borrower

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.

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

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))

94160823



UNOFFICIAL COPY

Property of Cook County Clerk's Office

26232356

Borrower

Borrower

Borrower

Borrower

KAREN A O'CONNELL

*Karen A O'Connell*

THOMAS J O'CONNELL

*Thomas J O'Connell*

IN WITNESS WHEREOF, BORROWER has executed this RIDER

1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.  
2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

(PROPERTY ADDRESS)

IL 60609

CHICAGO

4638 BROAD

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbered real property commonly described as:

LOAN NO. 261200127  
DATE MARCH 5, 1993

LOAN RIDER

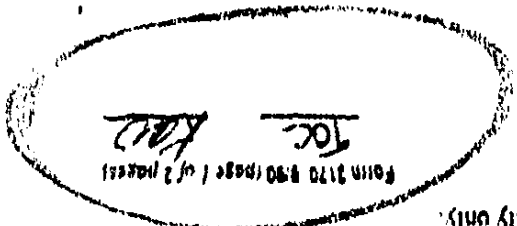
94160823

UNOFFICIAL COPY

Prepared by & mail to At. Post Federal Gov  
for stamp 6700 W N. Ave City IL 60635

Property of Cook County Clerk's Office

6 4 0 0 1 2 3



MULTIPLATE 1-4 FAMILY RIDER - Family Rider... (mirrored text)

RENTA constitutes an absolute assignment and not an assignment for additional security only. (iii) Lender has given notice to the tenant(s) that the Rent is to be paid to Lender or Lender's agent. This assignment of...

A. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to...

B. 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...

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. Uniform Covenant 10 is deleted.

F. USE OF PROPERTY, COMPLIANCE WITH LAW. Borrower shall not rent, 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.

G. 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...

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:

THIS 1-4 FAMILY RIDER is made this 5th day of MARCH, 1993 at, FARM FEDERAL BANK FOR SAVINGS, 6700 N. NORTH AVENUE, CHICAGO, ILLINOIS 60635 (the "Lender"), of the same date and covering the Property described in the Security Instrument and located at 4636 S. EMERALD, CHICAGO, ILLINOIS 60609 (Property Address)

1-4 FAMILY RIDER LOAN NO. 26-120012-1 Assignment of Rents

94-160823

Property of Cook County Clerk's Office

60-3000-100

EVERETT W. O'LEARY  
JAMES P. O'LEARY

1900  
1900

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY



94360823

(Seal) Borrower

KAREN A. O'CONNELL

(Seal) Borrower

THOMAS J. O'CONNELL

*[Handwritten signatures and initials]*

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

Security Instrument.

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

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

judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive 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 not perform any act that would prevent Lender from exercising its rights under this paragraph.

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

secured by the Security Instrument pursuant to Uniform Covenant 7.

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

showing as to the inadequacy of the Property as security.

to take possession of and manage the Property and collect the Rents and profits derived from the Property without any shall be liable to account for only those Rents actually received; and (v) Lender shall be entitled to have a receiver appointed and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver, receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents the benefit of Lender only, to be applied in 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 for