

# UNOFFICIAL COPY

PREPARED BY:

LYNN CRYCUS

HINSHAW & CULBERTSON

222 NORTH LASALLE STREET

SUITE 300

CHICAGO, ILLINOIS 60601

RECORD AND RETURN TO:

LAKE SHORE NATIONAL BANK

605 NORTH MICHIGAN AVENUE

CHICAGO, ILLINOIS 60611

94015673 9 . . . LOAN NUMBER: 700 2712

COOK COUNTY, ILLINOIS

FILED FOR RECORD

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94015673

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## MORTGAGE

396W

THIS MORTGAGE ("Security Instrument") is given on December 30, 1993

The mortgagor is

Odether Taylor and Veroy Taylor, his wife

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

LAKE SHORE NATIONAL BANK

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 605 NORTH MICHIGAN AVENUE ("Lender"). Borrower owes Lender the principal sum of CHICAGO, ILLINOIS 60611

Twenty Five Thousand and No/100 ----- Dollars (U.S. \$25,000.00 ). 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 December 30, 1998 . 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

See Exhibit "A" attached hereto and made a part hereof.

P.I.N. 16-04307-026

which has the address of 1124 N. Laramie, Chicago [Street, City],  
Illinois 60651 ("Property Address");

[Zip Code]

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 9/90

Amended 6/91

VMP MORTGAGE FORMS - (312)293-8100 - (800)521-7201

Page 1 of 8

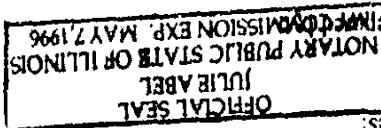
BOX 333 - T1



# UNOFFICIAL COPY

Form 3014 8/90

Page 6 of 6



My Commission Expires:

May 7, 1996

This instrument was prepared by Notary Public Julie Abel, May 7, 1996  
Given under my hand and official seal, this 30th  
day of December, 1993  
free and voluntary act, for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
, personally known to me to be the same person(s) whose name(s)  
signature and delivered the said instrument, before me this day in person, and acknowledged that  
they

Odetcher Taylor and Veroy Taylor

*J. Abel*  
that

a Notary Public in and for said county and state do hereby certify  
County ss:

Cook

Borrower  
(Seal)

*Veroy Taylor*

Borrower  
(Seal)

Odetcher Taylor  
(Seal)

Witnesses:  
in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

94012673

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 boxes)
- Adjustable Rate Rider       Commodity Rider       1-4 Family Rider       Enviromenatal Rider  
 Grandadeted Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider       Second Home Rider  
 Dallion Rider       Rail Improvement Rider       Others (Specify)       V.A. Rider

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly 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. 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 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.

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

without charge to Borrower. Lender shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

21, including, but not limited to, reasonable attorney's fees and costs of title evidence.

proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial

or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums

non-existent or a default or any other default of Borrower to accelerate this Security Instrument before proceeding the

informer Borrower of the right to remit late after acceleration and the right to assert in the foreclosure proceeding the

secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further

(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

(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

(b) the action required under paragraph 17 unless applicable law provides otherwise).

21. Acceleration of Agreement in this Security Instrument (but not prior to acceleration of the sums

of any cause or breach of any provision of this Security Instrument to follow Borrower's breach

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

relative to health, safety or environmental protection.

this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that

pertides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in

Environmental Law and the following subsections: gasoline, kerosene, oil or toxic petroleum products, toxic

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

all necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take

of which Borrower has actual knowledge. If Borrower learns, or is notified by any government authority that

governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any

regulatory user and to maintainance of the Property.

Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the

Hazardous Substances on or in the Property, except the removal of any debris, waste, disposal, storage, or release of any

Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, or

sorage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

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.

information required by applicable law.

19. Sale of Note. Change of Lessor 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 the change in the entity (known

as the "Lessor Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one

or more changes of the Lessor Servicer under a sale of the Note. If there is a change of the Lessor 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 Lessor Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

not apply in the case of acceleration under paragraph 17.

obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to remitiate shall

this Security Instrument shall continue unchanged. Upon remitiation by Borrower, this Security Instrument and the

right the less of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by

methadine, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure

cures any defect of any other covenants or agreements; (e) pays all expenses incurred in enforcing this Security Instrument;

Lender all sums which Lender would be due under this Security Instrument and the Note as if no acceleration had occurred; (b)

Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays

applicable law may specify for remittance) before sale of the Property pursuant to any power of sale contained in this

instrument of this Security Instrument disclaimed at any time prior to the earlier of: (a) 5 days (or such other period as

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

Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

less than 90 days from the date the note is delivered or mailed within which Borrower must pay all sums secured by this

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not

of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date

Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this

is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without

transfer of the beneficial interest in Borrower. If all or any part of the Property or any interest in it

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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 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 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 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 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.

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

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

to be severable.

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared void if such conflict shall not affect other provisions of this Security Instrument or the Note which can be disregarded in whole or in part. In the event that any provision of this Security Instrument or the Note is given effect without the conflicting provision, the Note and the provisions of this Security Instrument are declared void.

17. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument or the Note is given effect without the conflicting provision, the Note and the provisions of this Security Instrument are declared void.

Security Instrument shall be deemed to have been given to Lender or Borrower or Lender when given in this paragraph.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Lender's address Borrowser designates by notice to Lender. Any notice to Lender shall be given by first class mail to any other address unless applicable law requires use of another method. The notice shall be directed to the Property Address it by first class mail unless otherwise directed. Any notice given by deliverying it or by mailing

18. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing

preparation charge under the Note.

Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment without any payment to Lender who chooses to make this refund by reducing the principal owed under the Note or by making a direct to the permitted limit; and (b) any sum already collected from Borrower which exceeded permission limits will be reduced to loan exceed the permitted limits; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceeds the maximum loan charges.

19. Loan Charges. If the loan exceed by this Security Instrument is subject to a law, which sets maximum loan charges,

make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

Borrower's interest in this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or forgive by this Security Instrument by any sum already collected from Borrower or by the original Borrower or

Borrower's interest in the Property under the terms of this Security Instrument; (d) is not personally obligated to pay the sum

Instrument but does not execute the Note; (e) is co-signing this Security Instrument only to mortgage, grant and convey this

paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security

Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigees; Joint and Several Liability; Co-Signers. The covenants and agreements of this

exercisable of any right or remedy.

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

If less Lender and Borrower of a wife, any application of proceeds to principal shall not exceed or

several by this Security Instrument, whether or not due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum

award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given,

If the Property is damaged by fire, flood or other cause by Lender to Borrower that the condemnor offers to make an

be applied to the sum secured by this Security Instrument whether or not the sum is then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum

awarded or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given,

If the Property is damaged by fire, flood or other cause by Lender to Borrower that the condemnor offers to make an

be applied to the sum secured by this Security Instrument whether or not the sum is then due.

less Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

market value of the Property immediately before the taking is less than the amount of the sum secured immediately before the fair

before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair

amount of the sum secured immediately before the taking, divided by (b) the fair market value of the Property immediately

this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total

Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by

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 sum secured by this

Security Instrument before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this

whether or not then due, the proceeds shall be applied to the sum secured by this Security Instrument,

in the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security Instrument,

which is paid to Lender.

10. Condemnation. The proceeds of prior to an insurance specifically reasonable cause for the condemnation, are hereby assigned and

Borrower notes at the time of or award of claim for damages, direct or consequential, in connection with any

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

insurance ends in accordance with any written insurance between Borrower and Lender or applicable law.

the premiums required to maintain insurance in effect, or to provide a loss reserve, until the requirement for mortgage

that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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## EXHIBIT "A"

### LEGAL DESCRIPTION

LOT 13 IN HOGENSON'S FOURTH ADDITION, A SUBDIVISION OF THE EAST 3/8 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office  
94015623

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DPs 1083

-Borrower

(S681)

324 32 4363

-Borrower

(S681)

Henry Taylor

-Borrower

(S681)

430 63 4363

-Borrower

(S681)

Odeether Taylor

Henry Taylor

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

Security instrument.

an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the law.

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has married, or Lenders' agents or a judicially appointed receiver, shall not be required to enter upon, take control of or waive any default or invalidity notice of default to Borrower. However, Lender, or Lenders' agents or a judicially appointed receiver, may do so at any time when a default to Borrower. This assignment of Rents of the Property shall terminate all the sums secured by this Security instrument are paid in full.

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.

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 and funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security instrument pursuant to Uniform Government.

Rents due and unpaid to Lender's agents upon Lender's written demand to the Tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender's agents shall be applied first to the costs of taking control of 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 a receiver shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and demands the Property without any showing as to the inadequacy of the Property as security.

If the benefit of Lender only, to be applied to the sum 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

for the benefit of Lender only, to be applied to the sum secured by the Security instrument;

for the benefit of Lender only, to be held by Borrower as trustee

94015673

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Property of Cook County Clerk's Office  
94015673

LOT 13 IN HOGENSON'S FOURTH ADDITION, A SUBDIVISION OF THE EAST 3/8  
OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP  
39 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

## LEGAL DESCRIPTION

**EXHIBIT "A"**

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9 15 73  
1-4 FAMILY RIDER

## Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 30th day of December, 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 LAKE SHORE NATIONAL BANK

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

1124 North Laramie, Chicago, Illinois 60651

(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 of 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 household 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 "sublease" if the Security instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given 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.

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# UNOFFICIAL COPY

DPS 1002

-Borrower

(S-#11)

324 32 4363

-Borrower

(S-#11)

Mary Taylor

Verdy Taylor

-Borrower

(S-#11)

430 62 6263

Detacher Taylor

-Borrower

(S-#11)

Mary Taylor

94015673

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, in default or breach under the Security Instrument and Lender may invoke any of the remedies permitted by the instrument shall be a breach under the Security Instrument and Lender may invoke any note or agreement in which Lender has

maintain the Property before giving notice of default to Borrower. However, Lender, Lender's agents or a judgeially appointed receiver, may do so at any time when a default occurs. Any application of Rents of the Property shall waive any default or invalidate any other right of remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

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

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 and funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Government.

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'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 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, and then to the sums secured by the Security Instrument; (vii) Lender, Lender's agents or any other charges on the receiver's bonds, ready and maintenance costs, insurance premiums, taxes, receiver's fees, premiums without any showing as to the inadequacy of the Property as security.

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## ENVIRONMENTAL RIDER

THIS RIDER IS EXECUTED THIS 30th DAY OF DECEMBER, 1993, AS PART OF THAT CERTAIN MORTGAGE/TRUST DEED DATED DECEMBER 30, 1993.

The undersigned ("Borrowers") hereby agrees to give Lake Shore National Bank ("Lender") immediate notice of any violation or suspected violation of any federal, state, or local statute, rule or regulation dealing with the presence or suspected presence of any hazardous, toxic or environmentally dangerous substances or conditions affecting the property ("Property") owned by the trust aforesaid. Notwithstanding any language or provision of this Mortgage or Trust Deed or this Rider to the contrary, Borrowers hereby unconditionally give Lender the right, but not the obligation, and Lender does not so obligate itself, to undertake to contain and clean up releases of hazardous substances on the Property before the costs of doing so exceed the value of the Property.

Borrowers hereby indemnify and save Lender harmless of and from any and all loss, costs (including reasonable attorney's fees), liability and damage whatsoever incurred by Lender, by reason of any violation of any applicable statute, rule or regulation for the protection of the environment which occurs upon the Property or any adjacent parcels of real estate or by reason of the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation; provided that, to the extent that Lender is strictly liable under any such statute, Borrowers' obligation to Lender under this indemnity shall likewise be without regard to fault on the part of Borrowers with respect to the violation of law which results in liability to the Lender. Borrowers further agree that this indemnity shall continue and remain in full force and effect beyond the term of the indebtedness or obligation which is secured by this Mortgage or Trust Deed and shall be terminated only when there is no further obligation of any kind whether in law or in equity or otherwise of Lender in connection with any such environmental cleanup costs, environmental liens, or environmental matters involving the Property.

Borrowers:

Odether Taylor  
Odether Taylor

Veroy Taylor  
Veroy Taylor

94015672