Mall to: Ploneer Bank and Trust Company 4000 West North Avenue Chicago, IL 60639



94065883

16204

_ [Space Above This Line For Recording Date]

PREPARED BY: L. GEACH

MORTGAGE

JANUAR: 7 THIS MORTGAGE ("begurity instrument") is given on SAMUEL DINDIAL, DIVORCED, NOT SINCE REMARRIED; 94 . The mortgago-le

MOHANY BONANO A WIDOW PIONEER BANY, AND TRUST COMPANY

("Borrower"). This Security Instrument is given to , which is organized and existing

). This debt is evidenced by Borrower's note

under the laws of ILLINGIS

, and home address in

4000 WEST NORTH AVENUE, CHICAGO, IL 60639 Borrower owes Lender the principal sum of FORTY-NINE THOUSAND AND 00/100

****49,000.00 Dollars (U.S. \$ dated the same date as this Security Instrument ("Noth"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FENTURY 1 , 2009 This Security Instrument secures to Lender: (a) the repayment of the dubt evidenced by the Not: with interest, and all renewals, extensions and modifications, (b) the payment of all other sums, with interest, advance 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 hereb, surtgage, great and onvey to Lender the following described property COOK located in

County, Illinois:

LOT 53 IN BLOCK 5 IN THE THOMAS J. DIVENS SUBDIVISION OF BLOCKS 7, 8, 9, 10 AND 11 IN SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

787777 TRAN 2565 01/20/74 19 151:00

x--94---065863 CCO! COUNTY RECORDER

4065583

PERMANENT TAX ID. 16-02-127-017-0000

which has the address of

1247 NORTH SPRINGFIELD AVENUE

CHICAGO

Illinois

60651

[Street] ("Property Address");

[Zip Code]

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 1 reby 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 do ands, subject to any encumbrances of record.

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

Property of Cook County Clerk's Office

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UNIFORM COVENANTS. Borrower and Lender poyenant and surus as fullow :

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Surrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepaym, t and late charges due under the Note.

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law to Lender on the day monthly payments are due under the Note, until the Note to paid in full, a sum ("Funda") fore (a) yearly taxes and sessements which may attain priority over this Security Instrum. It as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any) (o) yearly hazard or projecty thaurance premiums; (d) yearly flood insurance promiums, if any; (a) yearly mortgage insurance premiums, if any; and (f) a: with the provisions of paragraph \$, in list of the payment of mostgaps insu nos premiums. Thuse stems are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum secunt a lender for a federally related mortgage loan may require for Borrower's secrow account under the federamended from time to time, 12 U.B.C., 2601 at mmq. ("RESPA"), unless anothe. law that applies to the Funds sets a lesser amount, if so, impder may, at any time, dollant and hold Funds in an amount not to could the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and resumable estimates of expenditures of future Kaurow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insu-d by a federal agency, instrumentality, or entity cincluding Lender, if Londer is much an institution), or in any Federal H. a Soan Mank. Lender shall apply the Funda to pay the Redrow Items. Le der may not charge Borrower for holding and applying he Funds, annually analysing the escrow account, or verifying the Sacrow items, unless Lender pays Borrower interest on the) nds and applicable law permits Lender to make such a charge. However, Lerier may require Borrower to pay a one-time charge for used by Lender in connect on with this loan, unless applicable isw provides thereise. Unless an agreement is made or applicable law requires interest to be pe d, Lender shall not be required to pay Norre and Lender may agree in writing, however, that interest shall be paid on the Funder Lender shall give to Burrower, 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 plauge, as additional security for all sums

If the Funds held by Lender extend the amounts permitted to be held for the excess. Funds in accordance with the requirements of applicable law time is not sufficient to pay the kerrow .come when due, Lender may so not by Borrower in writing; and, in such case borrower shall pay to Lender the amount necessar, to make up the deficiency. Bo over shall make up the deficiency in no more than twelve monthly payments, at Lender's sois discretion.

Upon payment in full of all sums securer by this Security Instrument Lender shall promptly refund to Borrower any Funda held by Lender. If, under paragraph 21, Lender shall acquire or sell the P: perty, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquieit n or sale as a credit against the sums secured by this Security Thermhent.

3 Cartication of Payments. Unless applicable law provides paragraphs 1 and 2 shall be applied: first, to any prepayment charges d paragraph 2; third, to interest due; fourth, to principal due; and last, to

4. CHARGES; LIENS. Borrower shall pay all texes, asswessments, Property which may attain priority over this Security Instrument and lease old payments or ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or the pair in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to sender all notices of amounts to be paid under this If Borrower makes these payments directly, Borrower shall por tly furnish to Lender receipts evidencing the payparagraph. ments.

Borrower shall promptly discharge any lien which has priority over .'s Security (netrument unless Borrower) (a) agrees in writing to the payment of the obligation secured by the lien in a manus. accordable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceeding which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an qc energy satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Porter to a subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice ic ntifying the lien, Borrower shall satisfy the lien's or take one or more of the actions set forth shove within 10 days of the qiving of notice.

B. HAZARD OR PROPERTY INSURANCE. Borrower shall keep the is rovements not existing or hereafter erected on the Property insured against loss by fire, hasards included within the term . . tended coverage and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance sh. I be maintained in the amounts and for the pariods The insurance carrier providing the insurance shall be chosen by Borrowir a bject to Lendor's approval which shall not be unreasonably withheld. If Borrower fails to maintain overage described above, Sinder 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 a: shall include a standard fortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, orrower 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 've rance carrier and Lender. Lender may make proof of loss if not made promptly by Horrower,

Unless Lender and Borrower otherwise agree in writing, insurance p coeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically fea ble and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security viuld be lessened, the insurance proceeds shall be applied to the sums ascured 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 10 days a notice from Len. r that the insurance cerrier has offered to sattle a claim, then Lender may collect the insurance proceeds. Lender may use ti proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then dus. The 3-day period will begin when the notice is given.

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

to a written waiver by Lender, Borrower shall pay

sums payable by Bursower to Lender, in accordance Apal Retate Settlement Procedures Act of 1974 as

an independent real estate tax reporting service er any interest or earnings on the Funds. Borrower cured by this Security Instrument.

y applicable law, Lander shall account to Borrower If the amount of the Funds held by Lender at any

herwise, all payments received by Lender under under the Hote; second, to amounts payable under ny late charges due under the Note.

herges, fines and impositions attributable to the

accontable to Lender; (b) contests in good faith

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6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION: LEASEHOLDS. Borrower shall occupy, establish, and use the Froperty a: Borrower's principal residence within sixty days after the execution of this. Security Instrument and shall continue to or upy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherw a sgreem in writing, which consent shall not be unreasonably withheld, or unless extenuating dirougatands saist which is beyond horrower's control. Borrower shall not destroy, damage or impais the Property, slice the Property to deteriors, or seemit weste on the Property. Morrower whall be in default if any forfeiture action or producting, whether civil or or could result in forfeiture of the Property or otherwise materially impair Lender's security interest. Rogrower may cure such a default and reaction or proceeding to be dismissed with a ruling that, in Lendsr's goo faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the accurity interest. Borrower shall also be in default if Borrower, during or inaccurate information or statement to Lender (or failed to provide with the loan evidenced by the Note, including, but not limited to, repre Property as a principal residence. If this Security Instrument is on a 1 of the lease. If Borrower acquires fee title to the Property, the leaseho agrees to the marger in writing.

7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Borrower f. is to perform the government and agreements contained in this sign-fly Instrument, or there is a legal proceeding th Property (such as a proceeding in bankruptcy, probato, for condemnation of forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of Lander's actions may include paying any sums secured by a lien which has court, paying resemble att mey's fees and entering on the Property to: ke repairs. Although Lender may take action under this paragraph 7, Lender doss lot have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become . Instrument. Unless Sorrower and Jenier agree to other terms of payment,

- disbursement at the Note rate and and i be payable, with interest, upon noice from Lender to Borrower requesting payment.

 8. MORTGAGE INSURANCE. If Lender required murtgage insurance as a condition of making the loan secured by the contract of the loan secured by t Becurity Instrument, Ecrrower shall pay the ... emiums required to maintain he wortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or deas: to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insu: noe previously in effect, at a cost substantially equivalent to the cost to Borrower of the morigage insurance previously in effect, from an alternate morigage insurer approved by Lender. If aubstantially equivalent mortgage injurance coverage is not available, Borrows: shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage increance premium being aid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use any otain these payme to as a loss reserve in lisu of mortgage insurance.

 Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the emount and for the period that Lendar requires) provided by an injurer coproved by ender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage i surance is effect, or to provide a lose reserve, until the requirement for mortgage insurance ends in accordance with any mitten ag: ement between Borrower and Lender or applicable
- 9, INSPECTION, Lender or its agent may make reasonable entries upo. and inspections of the Property. Lender shall give Burrower notice at the time of or prior to an inspection specifying rance ble cause for the inspection.
- 10. CONDEMNATION. The proceeds of any award or claim for days , direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for convey 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 which the fair market value of the Property immediately before the tak sums secured by this Security Instrument immediately before the taking, u. the sums secured by this Security Instrument shall be reduced by the smou. of the rougeds multiplied by the following fraction; (a) the total amount of the sums secured immediately before the sking, divid the (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Bor: wer. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is last than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwis agree in writing or ancess applicable law otherwise provides, the proceeds shall be applied to the sums secured by this : curity Instrument wether or not the sums are then

If the Property is shandoned by Borrower, or if, after notice by Len. r to Borrower that the cordeshor offers to make an award or settle a claim for damagos, Borrower fails to respond to Lender : thin - 10 days after the dit the notice is given, 🗨 Lender is authorized to collect and apply the proceeds, at its option, a. her to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

11. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER, Extension of the time for payment or modification of amortimation of the sums secured by this Security. Instrument granted y Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Bo. ower's auccessors in interest. Lender shall not be required to commance proceedings against any successor in interest : refuse to extend time for payment or otherwise modify amortisation of the sums secured by this Security Instrument by 4son of any demand made by the original Borrower or Borrower's successors in interest. Any forbestance by Lender in exe. ising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. SUCCESSORS AND ASSIGNS BOUND: JOINT AND SEVERAL LIABILITY CO-SIGNERS. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of . nder and Sorrower, subject to the provisions of paragraph 17. Sorrower's covenants and agreements shall be joint and everal. Any Borrower who co-signs this Security Instrument but does not execute the Note: (%) is co-signing this Security instrument only to mortgage, grant and convey that Burrower's interest in the Property under the terms of this Security Inst ument; (b) is not personally obligated to pay the sums secured by this Becurity Instrument; and (c) agrees that Lender and . y other Borrower 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 con-

Inal, is begun that in Lander's good faith judgment he lien created by this Security Instrument or state, as provided in paragraph 18, by causing the

en created by this Security Instrument or Lender's he loan application process, gave meterially false ender with any material information) in connection stations concerning Horrower's occupancy of the schold, Borrower shall comply with all provisions and the fee title shall not merge unless Lender

may mignificantly affect London's rights in the the Property and Lander's rights in the Property. sority over this Security Instrument, appearing in

ditional dabt of Borrower secured by this Security ese amounts shall best interest from the date of

as a condition of making the loan secured by this

in lieu of condemnation, are heraby assigned and

In the event of a partial taking of the Property q is equal to or greater than the amount of ess Borr war and Lender otherwise agree in writing,

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- 13, LOAN CHARGES, If the loan secured by this Security Instrument . and that law is finally interpreted so that the interest or other loan oh. ges collected or to be collected in connection with the loan exceed the permitted limits, them: (a) any evon loan charduce the charge to the permitted limit; and (b) any sums siready collects will be refunded to Borrower. Lender may choose to make this refund by / during the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. NOTICES. Any notice to Borrower provided for in this Secur. y Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of a ther method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Let er. . Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender esignates by notice to Burrower. Any notice provided for in this Security Instrument shall be deemed to have been given ! Ecrrower or Lender when given as provided in this paragraph.
- 15 GOVERNING LAW: SEVERABILITY. jurisdiction in which the Property is located. In the event that any prolision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. Note are declared to be severable.
 - 16, BORROV.EN' COPY. Borrower shall be given one conformed copy
- 17. TRANSFER OF THE PROPERTY OR A SENEFICIAL INTEREST IN SORROL ER. interest in it is sold or transferred t or if a beneficial interest in Bo natural person) without fanter's prior written consent, Lender may, at sums secured by this Security Instrument. However, this option shall not federal law as of the date of life Security Instrument.
- If Lender exercises this outlin, Lender shall give Norrower notion of not less than 30 days from the rate the notice is delivered or mailed this Security Instrument. If Borrarer fails to pay these sums prior to th remedies permitted by this Security Increment without further notice or :
- 18. BORROWER'S RIGHT TO REINS\ 476 If Borrower meets certa. enforcement of this Security Instrument discontinued at any time prior to applicable law may specify for reinstatement) biform asim of the Propert Security Instrument; or (b) entry of a judgment enforcing this Security I: trument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due unler this Security Instrume (b) cures any default of any other covenants or aur easnts; (o) pays all . ment, including, but not limited to, researable attorie/e fees; and (d) : to assure that the lien of this Security Instrument, Leider's rights in th secured by this Security Instrument shall continue unchanged. Upon reithe obligations secured hereby shall remain fully effective as if no access Upon rei: state shall not apply in the case of acceleration under paragraps 17.
- 19. SALE OF NOTE; CHANGE OF LOAN SERVICER. The Note of a parti-Instrument) may be sold one or more times without prior notice to B rrows (known as the "Loan Bervicer") that collects monthly payments due wide to may be one or more changes of the Loan Hervicer unrelated to a sale of the Borrower will be given written notice of the change in accordance with p. state the name and address of the new Lorn Bervicer and the address to wh contain any other information required by applicable law.
- 20. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit any Hamardous Bubstances on or in the Property. Borrower shall not do, as Property that is in violation of any Environmental Law. The preceding to or storage on the Property of small quantities of Hammrdous Substances to t are gene ally recognised to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigat governmental or regulatory agency or private party involving the Property which Borrower has actual knowledge. If Borrower learns, or is notified any removal or other remediation of any Hazardous Substance effecting ! take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 29, "Nezardous Substances" are those subst. use defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic peet-As used in this paragraph 29, "Hazardous Substances" are those substitues defined as toxic or in this paragraph 20, "Environmental Law" means federal laws and laws of 'e jurisdiction where the Property is located that the paragraph and paragraph and property is located that the paragraph and para

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

21. ACCELERATION: REMEDIES. 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 epecify: (a) the default; .) the action required to cure the default; (d) a date, not less than 30 days from the date the notice is given to Borrow, , by which the default must be dured; and (d) that failure to cure the default on or before the date specified in the notice. Ay result in acceleration of the sums secured by this Security Instrument, foreclosury by judicial proceeding and eale of to Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to as: rt in the foreclosure proceeding the nonexiatence of a default or any other defense of Borrower to acceleration and formulo: re. If the default is not sured on or before the date specified in the notice, Lender at its option may require immediate ; yment in full of all sums assured by this Security Instrument without further demand and may foreclose this Security Instrume t by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in his paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

subject to a law which sets maximum loss charges, shall be reduced by the amount necessary to refrom Borrower which exceeded permitted limits

This Security Instrument : will be governed by federal law and the law of the To this end the provisions of this Security Instrument and the

f the Note and of this Becurity Instrument.

If all or any part of the Property or any ower is sold or transferred and horrower is not a e option, require immediate payment in full of all s exercised by Lender if exercise is prohibited by

acceleration. The notice shall provide a period ithin which Borrower must pay all sums secured by expiration of this period, Lender may invoke any mand on Botrower.

conditions, Borrower shall have the right to have he earlier of: (s) 5 days (or such other period as pursuant to any power of sale contained in this t and the Note as if no acceleration had occurred: penses incurred in enforcing this Security Instrukee such action as Lender may reasonably require Property and Sorrower's obligation to pay the sums tatement by Borrower, this Security Instrument and ration had occurred. However, this right to rain-

interest in the Note (together with this Security A sale may result in a change in the entity Note and this Badurity Instrument. There simo Note. If there is a change of the Loan Servicer, graph 14 above and applicable law. The notice will h repairts should be made. The notice will also

ha presence, use, disposal, storage, or release of allow enyone else to do, anything affecting the contenner shall not apply to the presence, use,

n. claim, dement, lawsuit or other action by any nd any Havardon. Sub tence or Environmental Law of by any governmenta or regulatory authority, that * Property is necessary; Borrower shall promptly

Lander shall give notice to Borrow prior to acceleration following Borrower's breach

22. RELEASE. Upon payment of all a Instrument without charge to Borrower. Borrow			Lender whall release	this Becurity
23. WAIVER OF HOMESTEAD. BUTTOWEE	waives all right of homester	exemption in t	he Property.	
24. RIDERS TO THIS SECURITY INSTRUMEN this Security Instrument, the covenants and ag- supplement the covenants and agreements of this	il, If one or more tiders . greements of each such rider	e executed by hall be incorp	Borrower and recorded orated into and sha	ili amend and
(Check applicable box(es)).				
[] Adjustable Hate Rider	[] Condominium Ride:		(X) 1 = 4 Famil	y Rider
[] Graduated Payment Rider	[] Plenned Unit Devo	opment Rider	[) Biweekly Pa	yment Fider
[] Balloon Rider	() Rate improvement	ıder	() Becond Home	Rider
' [] Other(e) (specify)				
BY SIGNING BELOW, Sorrower accepts and any rider(s) executed by borrower and recorded		ants contained i	in this Becurity Inc	trument and in
Witnesses:	C)	٠		
	Chry	Levices		Borrower
	SAMUEL DIN	ity Number	581-63-7741	
<u> </u>	Mohany	Bonan	0	(Seal)
	MOHANY HON.	Lty Number	83-68-8902	Borrower
	0/			(Gen1)
	T			Borrower
				Bosrower
	Space Below This Line for A:	nowledgment]		
	MAIL TO:			
APX MORTGAGE SERVICE 415 CREEKSIDE DRIVE PALATINE, ILLINOIS 6006	•	Clark	,	
			9	
STATE OF LUNCIS			0	
	} } SS:		175	
COUNTY OF LOND	}		1 0	1
The foregoing instrument was acknowledged before		14 F. 19	94	
EN SAMUEL DINDIAL* AND MO	HANY BONANO, A WIC	low		
1Y COMMISSION EXPIRES:	/na.e.	Notary P	ublic	(SEAL)
	ymm			
THIS INSTRUMENT WAS PREPARED BY: L	Notary Public My Comp	WAISON State of Him is	Ī	
	ocinimiss. W	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		

Property of Coot County Clert's Office

UNOFFICIAL COPY 1-4 FAMILY RIDER

LOAN NO. 16204

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 7TH day of JANUARY
and is incorporated into and shall be deemed to amend and supplement the Mort age, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to see the Borrower's Note to
PIONEER BANK AND TRUST COMPANY

(the "Lender")

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

1247 NORTH SPRINGFIELD AVENU CHICAGO, IL 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 PROFERTY 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 meterials, appliances and goods of every natire whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but no 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 obtains, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, urtains and curtain rods, attached mirrors, cabinets, panelling 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 toasehold 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. Bo rover 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, Borrov or 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 agains 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 Ovenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower others se agree in writing, the first centence 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.
- N. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rent") 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 Rants constitutes an absolute assignment and not an assignment for additional security only.

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform Instrument
Leser Forme Inc. (800) 446-3555
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If Lender gives notice of breach to Borrower: (1) all Rents received by Bo rower shall be held by Borrower as trustee for the

If the Reads of the Property are not sufficient to cover the costs of taking courted of and managing the Property and of collecting

Lender, or Lender's agents or a judicially appointed receiver, shall not be equired to enter upon, take control of or maintain

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

Instrument pursuant to Uniform Coverant 7. the itents any funds expended by Lender for such purposes shall become indebte-mass of Borrower to Lender secuted by the Security

perform any act that would prevent Lender from exercising its rights under this paragraph. Borrower represents and has another than the Rente and price assignment of the Rents and has not and more from the Rente and has not another form.

Security Instrument are pola in full any other right or remedy of Lender. This assignment of Rents of the Proper shall terminate when all the sums secured by the receiver, may do so at any time when a default occurs. Any application of Rei is shall not cure or waive any default or invalidate the Property before of after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed

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

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(las2)	TVIANIA TANKIS
	BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

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