

UNOFFICIAL COPY

34110394

9 11 03 94

COOK COUNTY, ILLINOIS
FILED FOR RECORD

96 FEB -2 PM 12:37

94110394

BOX 86

96 to
NORTH SIDE FEDERAL SAVINGS
AND LOAN ASSOCIATION OF CHICAGO
5159 N. CLARK STREET
CHICAGO, IL 60640

6563-11, MCNERY

(Space Above This Line For Recording Data)

35-2

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ... JANUARY 1,
19 94 The mortgagor is ... JAMES D. MCNERY AND KATHLEEN A. MCNERY, HIS WIFE
..... ("Borrower"). This Security Instrument is given to ... NORTH SIDE FEDERAL
SAVINGS AND LOAN ASSOCIATION OF CHICAGO which is organized and existing
under the laws of THE UNITED STATES OF AMERICA and whose address is 5159 NORTH CLARK STREET
... CHICAGO, ILLINOIS, 60625 ("Lender").
Borrower owes Lender the principal sum of ... EIGHTY TWO THOUSAND AND NO/100ths
..... Dollars (U.S. \$ 82,000.00.....). 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 ... FEBRUARY 1, 2014 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 prop-
erty located in COOK County, Illinois:

LOT 4 IN PETER BARTZEN SUBDIVISION OF LOT 22 IN BOWMANVILLE, A SUBDIVISION
OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 13-12-411-038

which has the address of ... 2409 WEST WINNEMAC AVENUE , CHICAGO

(Street)

(City)

Illinois 60625 ("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 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.

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Product 44713 (11-81)

Form 3814 8/98 (page 1 of 6 pages)

1991 S.A.F. Systems & Forms, Inc.
Chicago, IL • 1-800-323-3000

607335

UNOFFICIAL COPY

Form 3014 SWO (page 4 of 6 pages)

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument, which may be given effective within the time of or prior to an inspection specifically requested or for convenience in lieu of condemnation, in connection with any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assisgned and shall be paid to Lender.

17. Transfer of the Property or a Beneficial Interest in Borrower is sold or transferred and Borrower is not a natural juridiction in which the Property is located. In the event that any provision of this Security Instrument or the Note which conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which are declared to be severable.

18. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

19. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or

any prepayment charge under the Note.

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

21. Successors and Assigns; General; and Special Liability; Covenants. The covenants and agreements of Borrower's successors in interest, any joint and several liability of Borrower to pay principal or interest, and any other liability of Borrower to Lender in exercising any right or remedy shall not be otherwise modified by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, or renew any accommodations with respect to this Security Instrument; (b) is not personally obligated to pay the principal or interest of this Security Instrument only to mortgagee, grantor and conveyee of Lender, but does not execute the Note; (a) is co-signing this Security Instrument only to Borrower's successors in interest, but does not execute the Note; (a) is co-signing this Security Instrument only to Lender and Borrower who co-signs this Security Instrument shall bind and benefit the successors or assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall bind and benefit the successors or assigns of Lender and Borrower, subject to the provisions of this Security Instrument shall bind and benefit the successors or assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns shall be liable for the liability of the original Borrower or Borrower's successors in interest. Lender

22. Successors and Assigns Bound; General; and Special Liability; Covenants. The covenants and agreements of Borrower's successors in interest, any joint and several liability of Borrower to pay principal or interest, and any other liability of Borrower to Lender in exercising any right or remedy shall not be otherwise modified by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, or renew any accommodations with respect to this Security Instrument; (b) is not personally obligated to pay the principal or interest of this Security Instrument only to Lender, but does not execute the Note; (a) is co-signing this Security Instrument only to Borrower's successors in interest, but does not execute the Note; (a) is co-signing this Security Instrument only to Lender and Borrower who co-signs this Security Instrument shall bind and benefit the successors or assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns shall be liable for the liability of the original Borrower or Borrower's successors in interest. Lender

23. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

24. 10394
25. 410394
26. 6

UNOFFICIAL COPY

9 110 74

person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

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

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

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

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

UNOFFICIAL COPY

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

W. HARTFELDER, 5159 N. CLARK STREET, CHICAGO, IL 60640

NOTARY PUBLIC, STATE OF ILLINOIS
NOTARY PUBLIC'S OFFICE
1471

LORRAINE MERITT

Notary Public

"OFFICIAL SEAL"

My Commission Expires: 2/20/97

Johnnie Meritt
(S.F.A.D.)

Witness my hand and official seal this 28th JANUARY 19 94.

And deed and that .. They .. executed said instrument for the purposes and uses herein set forth.
(he, she, they)
instruments, have executed same, and acknowledged said instrument to be .. They .. free and voluntary ac-
t before me and is (are) known or proved to me to be the person(s) who, being informed of the foregoing
JAMES D. MOWERY AND KATHLEEN A. MOWERY personally appeared
I, LORRAINE MERITT, a Notary Public in and for said county and state, do hereby certify that
and deed and that .. They .. executed said instrument for the purposes and uses herein set forth.
(he, she, they)

COUNTY OF COOK
STATE OF ILLINOIS
} SS:

64210394

[Please Sign Below This Line For Acknowledgment]

JAMES D. MOWERY
KATHLEEN A. MOWERY
Johnnie Meritt (Seal)
SOC. SEC # 336-24-9131
SOC. SEC # 319-26-5394-Borrower
Johnnie Meritt (Seal)
Borrower

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

- 2A. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together
and supplemental the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
With this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend
[Check applicable box(es)]
- Adjustable Rate Rider
 - condominium Rider
 - Biweekly Payment Rider
 - balloon Rider
 - Graduate Payment Rider
 - 1-4 Family Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Other(s) [Specify]

2A. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together
and supplemental the covenants and agreements of each such rider shall be incorporated into and shall amend
With this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
and supplemental the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
With this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend
[Check applicable box(es)]

UNOFFICIAL COPY

9 : 1 1 0 , 9 4

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

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

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

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

UNOFFICIAL COPY

94110394

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this agreement, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the amount and for the period that Lender requires, provided to maintain mortgage insurance in effect, or to provide a loss reserve, unless Lender may make payment of losses if not made promptly by Borrower.

the sum equal to one-twelfth of the yearly mortgage premium being paid by Lender again becomes available upon receipt or cancellation of the option of Lender, if no longer be required, at the option of Lender, unless reserve in lieu of mortgage premium is established to be in effect. Lender will accept, use and retain these payments as a loss reserve in accordance coverage in effect.

a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when Lender each month by Lender. If subsequently Lender is not available, Borrower shall pay to Lender a cost subsantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost subsantially equivalent to obtain coverage substantially equivalent to the mortgage insurance coverage is not available, Borrower shall pay to Lender, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage subsequently equivalent to the mortgage insurance coverage required to maintain the mortgage insurance in effect. If, for any reason, the security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender, to Borrower requesting Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this this paragraph 7, Lender does not have to do so.

paying reasonable attorney's fees and costs incurred on the Property to make repairs, although Lender may take action under actions may include paying any sums secured by a lien which has priority over it. Security instrument, applying in court, may do and pay for whatever is necessary to protect the value of the Property, and Lender's rights in the Property. Lender's such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), when Lender concluded in this Security instrument, or where is a legal proceeding that may significantly affect Lender's rights in the Property merged in writing.

7. **Protection of Lender's Rights in the Property.** If debtor were fails to perform the covenants and agreements of Borrower acquires fee title to the Property, the lessor shall not merge unless Lender agrees to the a principal residence, if this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease, a proceeding by the Note, including, but not limited to, collections concerning Borrower's occupancy of the Property as information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan interests. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or other material part of the lien created by this Security instrument or Lender's security proceeding to be dismissed within a reasonable time, in Lender's good faith determination, precludes enforcement of the Borrower's security interest. Borrower may cure such a default and resume, as provided in Paragraph 18, by causing the action or could result in forfeiture of the Property, otherwise materially impair the lien created by this Security instrument or Lender's be in default if any forfeiture action of proceeding, whether civil or criminal, is begun that in Lender's good faith judgment be in default the Property to deterorate, or commit waste on the Property, Borrower shall incur damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property, Lender's consent shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control. Borrower shall not for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be after the execution of this; security instrument to occupy the Property as Borrower's principal residence unless Lender holds, Borrower shall all occupy, establish, and use the Property as Borrower's principal residence within sixty days leases, unless Lender and Borrower agree in writing, security instrument or the Property; Borrower's Loan Application.

6. **Occupancy, Pre-emption, Maintenance and Protection of the Property; Borrower's principal residence is intended to be occupied prior to the acquisition.**

Lender may make proof of loss if not made promptly by Borrower.

if under Paragraph 21 the property is acquired by Lender, Borrower's right to any insurance proceeds to principal residence or possession of the monthly payments referred to in paragraphs 1 and 2 of change the amount of the payments, 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, insurance proceeds to repair or restoration of repair of the property damaged, if the restoration or repair is feasible in economically feasible and Lender's security is not lessened. If the restoration or repair is not feasible in economically feasible or Lender's security is 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 applies to the sums secured by Lender 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 insurance to repair or restore the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, or does not pay sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower.

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 receives notices from Lender all receipts of paid premiums and renewal notices, in the event of loss, Borrower shall give prompt notice to the insurance carrier and of the property damage, if the restoration or repair is feasible in economically feasible and Lender's security is not lessened. If the restoration or repair is not feasible in economically feasible or Lender's security is 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.

UNOFFICIAL COPY

BOX 86

9 . 1 1 0 . 9 1

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 1ST day of ...JANUARY....., 19 94., 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 ...NORTH SIDE FEDERAL SAVINGS AND LOAN ASSOCIATION.....(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2409 WEST WINNEMAC AVENUE, CHICAGO, ILLINOIS 60625

[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 leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

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

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "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.

UNOFFICIAL COPY

Form 8170 8190 (page 2 of 2 pages)

34110394

KATHLEEN A. MOWERY
Borrower
(Seal)

MRS. D. MOWERY
Borrower
(Seal)

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

by the Security Instrument.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender

shall terminate when all due sums secured by the Security Instrument are paid in full.

cure or waive any default or invalidity of remedy of Lender. Any assignment of Rents of the Property

or a judicially approved receiver, may do so at any time when a default occurs. Any application of Rents shall not

or maintain the property before or after giving notice of default to Borrower. However, Lender, or Lender's agents

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

Lender, or Lender's agents or a judicially exercising its rights under this paragraph.

Borrower represents that would prevent Lender from exercising its rights under this paragraph.

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

Lender secured by the Security Instrument pursuant to Uniform Covenant.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and

Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security,

Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the

agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi)

and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's

receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments,

of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees,

all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (vii) unless ap-

licable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs

to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay

for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled

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 received by the Security Instrument; (ii) Lender shall be entitled