9411988⁹

THIS MORTGAGE ("Security Instru The mortgagor is <u>CARLOS PAGAN AI</u>	NO GLADYS PAGAN, HUSBAND AT			
HARRIS TRUST AND SAVINGS BANK		• • • • • • • • • • • • • • • • • • • •	This Security Instrument is given which is organized and existic	
nder the lews of THE STATE OF ILL	MOIS		and whose address	is
forrower ower Letter the principal sum of ighty Nine The sand and 00/100	· · · · · · · · · · · · · · · · · · ·	<u> </u>	("Lende	er"), ,
Dollars (U.S. 3 89 000.00). This dobt is evidenced by B	torrower's note dated the same	late as this Security Instrument	
"Note"), which provides for monthly pays	ments, with the full debt, if not paid earli	ier, due aixi payable on Fo	bruary 1st, 2024	 ,
This Security Instrument were so Lende and modifications of the Pite; (b) the patiectivity Instrument; and (c, th. reforman urpose, Borrower does hereby that gage, COCK	syment of all other sums, with interest, to come of Borrower's covenants and agreem	advanced under paragraph 7 to ents under this Security Instrum	protect the security of this sent and the Note. For this	5 :
OT 18 IN BLOCK 1 IN KEENEY A 4D		* *		
UBDIVISION OF THE SOUTHWEST / O NORTH, RANGE 13, EAST OF THE				
LINOIS.	Ox			
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ERMANENT INDEX NUMBER: 13-27-	-414-007	. DEPT-0	1 RECORDINGS	*
		- T\$9999 +1929 C00	TRAH 2755 02/04/94 # *-94-119 K COUNTY RECORDER	
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		//X,		
	•,		9411568	•
			D 1.2 W	
ich has the address of	2525 N. TRIPP		CHICAGO	_
nuis 60639	fluent 		(City)	
(Zip Code)			7	
Together with all the improvements of	ow or hereafter erected on the property, cements and additions shall also be cov	, and all easements, apppurient ored by this Security Instrume	nt All of the foregoing is	
reafter a part of the property. All replace	"Property".		9,	Ser Marie
eafter, a part of the property. All replacement to in this Security Instrument as the				′ <\$ *`.
reafter a part of the property. All replace ferred to in this Security Instrument as the	rrower is lawfully seised of the estate in is unencumbered, except for succusion claims and demands, subject to any enci-	ereby conveyed and has the a practices of record. Borrower imbrances of record.	ght to mon (age, rant and f warrants and will defend	Ŕ
reafter a part of the property. All replacement to in this Security Instrument as the BORROWER COVENANTS that Boravey the Property and that the Property against all	ombines uniform covenants for national			, f

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 Institutent as a lien on the Property; (i) yearly feasehold 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, 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. SS 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

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

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P. Hady Pagan . H.

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 purpose for 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.

Burrower 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 a vitall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard r. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, heards 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 carter 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 rangeals 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 may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise gree 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 sunts secured by this Security Instrument, whether or not then due, with any excess print to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier based in 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 will party application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs i and 2 or the gethe amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insutance policies are innoced 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. Borr shall occupy, establish, and use the Property as Borrower's principal residence. So a least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld or inless 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, which evil or criminal, its begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impain the similar of the Borrower may cure such a default and reinstate, as provided in paragran 1.15, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes furfeiture of the Borrower half also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statement to Lender (or failed to provide Lender with sny material information) in connection with the loan evidenced by the Note, including, but no'. Incited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a casefuld, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee the 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 coven not and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Roperty and Lander's not regulations), then Lender may do an . par for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying are such secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and enterm; 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 in. Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date (f disb) rement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- B. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by thir Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the m. mg. ge insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage so estantially equivalent to the mortgage insurance previously in effect, from an alternate 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-twelth 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

Form 3014

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property Immediately before the taking is equal to or greater than the unmount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, utiless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or N, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to coffect and apply the proceeds, at its option, either 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 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 such payments.

- 11. Borrower Not Released; Forbesiance By Lender Not a Walver.

 Batension of the time for payment or modification of aniortization of the sumz secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to
 release the liability of the original Borrower or Borrower's successors in Interest. Lender shall not be required to commence proceedings
 against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security
 Instrument by reaso, of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or ramely 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 beneat a successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be first and several. Any Borrower who co-signs this Security Instrument but does not execute the Note:

 (a) is co-signing this Security Instrument, only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not persu tail, obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, which is security Instrument, and the security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secur 3 by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other local charge collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted in the refunded in Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Horrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge rule: the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice is all 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 in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be of yound by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision 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, y such can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be exerable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of inis S curity Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural er ...) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security 1. transfer. However, this option shall not be exercised by Lender if exercise is prohibited by federal faw as of the date of this Security Instrumer.
- If ! enter exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provi le 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 S certify 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 -nfr.c. ment of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may spe. by for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judg.ner. 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 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.

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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 invoiving 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 containing as a substance of the property is located that relate to health, safety or environmental containing as a substance of the property is located that relate to health, safety or environmental containing as a substance of the property is located that relate to health, safety or environmental containing as a substance of the property is located that relate to health, safety or environmental containing as a substance of the property is located that relate to health, safety or environmental containing as a substance of the property is located that relate to health, safety or environmental containing as a substance of the property is located that relate to health, safety or environmental containing as a substance of the property is located that relate to health, safety or environmental containing as a substance of the property is located that relate to health, safety or environmental containing as a substance of the property is located that relate to health, safety or environmental containing as a substance of the property is located that relate to health, safety or environmental containing as a substance of the property of t

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 an sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the "reclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the fault 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 juducial proceeding. Le der shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

21, including, but no "in" ed to, reasonable attorn	nect all expenses incurred in pursuing the remedies news' fees and costs of title evidence.	provided in this paragraph
22. Release. Upon saym at of all sun	ns secured by this Security Instrument, Lender shall rele	ease this Security Instrument without
charge to Borrower. Borrower shall pay any record	ation costs.	and the beatty moralism white
23. Walver of Homestead: Borrower	waives all rights of homestead exemption in the Property	y.
24. Riders to this Security Instrument. Instrument, the covenants and agreements of earli's agreements of this Security Instrument as if the rider [Check applicable box(es)]	If one or more riders are executed by Borrower an uch rider shall be incorporated into and shall amend and (s) were a part of this Security Instrument.	d recorded together with this Security supplement the covenants and
Adjustable Rate Rider	Condominium Rider	X 1-4 Family Rider
Graduated Payment Rider	Pli nned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]		
BY SIGNING BELOW, Borrower accepts rider(s) executed by Borrower and recorded with it.	and agrees to the terms and covenants contained in th	nis Security Instrument and in any
Signed, sealed and delivered in the presence of:	V Carlos Va	Man
	CARLOS PAGAN	-Borrower
	Social Security Number	34-86-3789
	Social Security Number	
	GLADYS PAGAN	- (Seal
	.9	C'A'
	Social Security Number	7,0,77,3
		(Seal
		-Barrower
	Social Security Number	——————
		(Seal
		-Воггожет
	Social Security Number	
[Sp.	ace Below This Line For Acknowledgment]	
TATE OF ILLINOIS	County ss:	
1. Exercite sug		r said county and state do hereby certify
hat CARLOS PAGAN AND GLADYS PAGA	N , HUSBAND AND WIFE	

Given under my hand and official seal, this 26th day of]anuary, 1994 My Commision Expires: Notary Public RÓSEMARY ROMERO This Instrument was prepared by: HARRIS TRUST AND SAVINGS BANK

Return To: III WEST MONROE STREET

signed and delivered the said instrument as it their

"OFFICIAL SEAL" Suzanne E. Alagna CHICAGO, ILLINOIS 60603 ■ Notary Public, State of Illinois ▶ My Commission Expires 7/23/97

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

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

personally known to me to be the same person(s) whose name(s)

free and voluntary act, for the uses and purposes therein set forth.

they

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Loan No. CHR#XIII 5250204

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 26th day of January, 1994
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 HARRIS TRUST AND SAVINGS BANK (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:
2525 N, TRIPP CHICAGO, ILLINOIS 60639
1Presury Address f

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: but the following items are added to the Property describtion, and shall also constitute the Property covered by the Security Instrument: but and 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, xir and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, witer closes, sinks, ranges, stoves, refigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shales, curtains 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 lessehold estate if 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 his agried in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body a, obligable 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 p for or lien permission.
- D. RENT LOSS INSURANCE. Borrower shall maint in tinsurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETELL.

Uniform Covenant 18 is deleted.

- F. BORROWER'S OCCUPANCY. Unless Lender and Borrov'er of evenise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All renaining 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 and 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 part graph 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 solutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Project, 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) the kler 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 (ive Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for militional security

MULTISTATE 1-4 FAMILY RIDER-Fannie MaeFreddie Mac Uniform Instrument

Form 3170 9/90

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

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

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

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a a faul occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of cents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

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

BY SIGNING BELOW, Dor ower accepts and agrees to the terms and provisions contained in this 1

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