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# UNOFFICIAL COPY 147355

COOK COUNTY, ILLIHOIS FILED FOR RECORD

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PREPARED BY: L. GEACH

#### **MORTGAGE**

FEBRUARY 7

15 94 . The mortgadur La

THIS MORTGAGE Princity Instrument; is given on FEBRUA
94. The mortgagur is LULA LAGARD, A WIDOW

PIONEER BANK AND TRUST COMPANY under the laws of Illiants

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

, and whome address is

4000 WEST NORTH AVENUE, CHICAGO, IL 60639

Borrower owes Lender the principal sum of FIFTY-FIVE THOUSAND ONE HUNDRED AND CO/100 \*\*\*\*\*55,100.00 ]. This dabt is evidenced by Borrower's note

Dollars P.S. \$ dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not , 2024 paid earlier, due and payable on MAICE 1 This Recurity Instrument secures to Lunder: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other jums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performant of Sorrower's covenants and agreements under this Security Instrument and the Note: For this purpose, Borrower does hereby nortgage, grapt and convey to Lender the following described property COOK

LOT 31 AND THE EAST 1/2 OF LOT 35 IN BLOCK 5 IN SUBDIVISION OF BLOCKS 2, 5, 8 AND 11 IN TYRELL BARRET! AND KERFOOT'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Distriction of the contract of

PERMANENT TAX ID. 16-11-405-060-0000

3310 WEST FULTON STREET which has the address of

CHICAGO

60624 Illinois

(Street) ("Property Address");

[Elp Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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 seised 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

Form 3014

9/90

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Property of Coot County Clerk's Office

A CONTRACTOR OF THE CONTRACTOR

UNIFORM COVENANTS, Borrower and Lander 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 ("Punds") for; (a) yearly taxes and assessments which may strain priority over this Security Instrument as a lien on the Property; (b) yearly loasehold payments or ground rents on the Property, if any; (c) yearly hasard 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 "Eacrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a londer 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., 2501 et aeq. ("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 issser amount. Londer may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Eucrow 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 Lean Bank. Lender shall apply the Funds to pay the Escrew Items. Linear may not charge Borrower for holding and applying the Funds, annually analyzing the ascrew account, or verifying the Escrew Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender hay require Norrower to pay a one-time charge for an independent real estate tex reporting service used by bender 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 he wever, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the linds, stowing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pladge, as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender ox erd 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 Burrower any Punds held by Lender. If, under paragraph 21, Lender shall require or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Punds 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 applicab. law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prejayment 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, was ments, 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 it tot 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 ''' a decurity Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner ac epuble to Lender: (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings thich in the Lender's opinion operate to prevent the enforcement of the lien) or (c) secures from the holder of the lien an agreement astisfactory 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 decurity Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall natisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

6. HAZARD OR PROPERTY INSURANCE. Borrower shall keep the improvements now existing or hereafter prected 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 innurance. This insurance shall be maintained in the abounts 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 about the property in accordance with paragraph 7.

All incurance policies and renewals shall be acceptable to Londer and shall include a standard portage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Londer all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the intrance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically fessible and Lender's security is not lensured. If the restoration or repair is not economically fessible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

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6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lendor otherwise agrees in writing, which consent shall not be unrossonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to dateriorate, or commit waste on the Property. Borrower shall be in default if any forfaiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the Londer's accurity interest. action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or atstement to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a lessehold, Borrower shall comply with all provisions of the less. If Borrower acquires fee title to the Property, the lessehold and the fee title whall not merge unless Lender agrees to the merger in writing.

7. PROTECTION GT LENDER'S RIGHTS IN THE PROPERTY. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in hankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay to: whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may inclide paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable afterney's face and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lerje: under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and I index agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. MORTGAGE INSURANCE. If Letier required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the remiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-tweith of the yearly mortgage includes premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use indicate 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 a proved 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 an vitten agreement between Borrower and Lender or applicable
- 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 resonable cause for the inspection.
- 10. CONDEMNATION. The proceeds of any award or claim for day g'1, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveying in lieu of condemnation, are hereby assigned and shall be need to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Corlernor offers to make an award or settle a claim for damages; Borrower fails to respond to Lender within 30 days after the driv the notice is given, Lender is authorized to collect 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: FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortisation of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Senurity Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Becurity Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the previsions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations (ith regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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13. LOAN CHARGES If the loan secured by this Security Instrument is subject to a law which sots maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, 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 norrower which exceeded permitted limits will be refunded to Horrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a return reduces principal, the reduction will be treated as a partial propayment without any prepayment charge under the Note.

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by 14. NOTICES. 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.

This Security Instrument shall be governed by federal law and the law of the 18. GOVERNING LAW; SEVERABILITY. In the event that any provision or clause of this Security Instrument or the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

Borrower shall be given one conformed copy of the Note and of this Security Instrument. 16. BORROWFA'S COPY

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 soll of transferred ( or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person ) withou fields prior written consent, Lender may, at its option, require immediate payment in full of all sums ascured by this Secur ty Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Becurity Instrument.

If Lander exercises this opering, Lander shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the auto the notice is delivered or mailed within which Borrower must pay all sums escured by this Security Instrument. If Portowir fails to pay these sums prior to the expiration of this period, Lender may invoke any

comedies permitted by this Securit, Instrument without further notice or demand on Borrower.

If Borrower meets certain conditions, Eprrower shall have the right to have 18. BORROWER'S RIGHT TO REINST/ TE enforcement of this Security Instrument of ontinued at any time prior to the sarlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement : o fore sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enlocking this Security Instrument. Those conditions are that Borrower: (A) pays Lender all sums which then would be due unleg this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or a resments; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorne, fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, her hards 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 rein-Upon reinstatement by Borrower, this Security Instrument and state shall not apply in the case of acceleration under part graph 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 forrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due wise the Note and this Security Instrument. There also may be one or more changes of the Loan Bervicer 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 car graph 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.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of 20. HAZARDOUS SUBSTANCES. any Hanardous Substances on or in the Property. Borrower shall not do, nor alled invone clae to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two senten as shall not apply to the presence, use, or storage on the Property of small quantities of Banardous Substances that are guneral'y recognised to be appropriate to normal residential uses and to maintenance of the Property.

Porrower shall promptly give Lender written notice of any inventigation, claim, demind, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardou Tubstance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental c. equiatory 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 29, "Hazardous Substances" are those substances defined as toxic or husedous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petrolera reducts, toxic pesticides and herbicides, volstile 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.

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

Lander shall give notice to Borrower prior to acceleration following Borrower's breach 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 specify: (a) the default; (b) the action required to cure the default; (c) a date, not lass than 10 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 Proporty. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence 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.

Fannio Mae/Freddie Mac UNIFORM INSTRUMENT

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ILLINOIS

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22. RELEASE. Upon payment of all sums to Instrument without charge to Borrower. Borrower sha		Lender shall release this Security
23. WAIVER OF HOMESTEAD. Borrower walves	all right of homestead exemption in	the Property.
24. RIDERS TO THIS SECURITY INSTRUMENT.  this decurity instrument, the covenants and agreemen supplement the covenants and agreements of this decu	its of each such rider shall be inco	rporated into and shall amend and
{Check applicable box(ea) }.		
( ] Adjustable Rate Rider	( ) Condominium Rider	( X) 1 = 4 Pamily Rider
[ ] Graduated Payment Alder	[ ] Planned Unit Devalopment Rider	[ ] Biwookly Payment Rider
(, ) Balloon Rider	[ ] Nate Improvement Rider	[ ] Becond Home Rider
[ 7 Other(s) [specify]		
Et BIGHING BELOW / Porrower   accepts and agrees		d (e this Security   Instrument and in
sny rider(s) executed by Borrower and recorded with		
Witnesses	Le D	A . I
	LULA LAGARD	450-10-1690
	Social Security Humber	430 10 1030
		Barrowar
	Social Security Humber	
	0/	(Bonl)
		Borrower
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t Bhice	Balow This Line for Acknowledgment] _	
MAIL TO:		
APX MORTGAGE SERVICES, IN		
1585 NORTH RAND ROAD PALATINE, ILLINOIS 60067-854		
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STATE OF		
COUNTY OF CREEK	) SS:	·Co
	all to	6 1994
The foregoing instrument was acknowledged before me	this (date)	~
by LULA LAGARD	(permon(s) woknowledging)	
OFFICIAL SEAL ERNESTINE YARBKOUGH	47	
MY COMMISSION LIVE DON 22 1002	Marteriou.	(SEAL)
IY COMMISSION EXPIRES:	Noise	y Public (SE/IE)
HIS INSTRUMENT WAS PREPARED BY: L. GE	EACH	

Property of Coot County Clark's Office

LOAN NO. 16393

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 7TH day of FEBRUARY

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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

PIONEER BANK AND TRUST COMPANY

(the "Lender")

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

3310 WEST FULTON STREET CHICAGO, IL 60624

[Property Address]

1-4 FAMILY CC ENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROJECTY 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, ges, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water neaters, water closels, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereage cattached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the fro erty covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the casehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Frojerty".

- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Burrower 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 anal 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 edition 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 area sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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Property of Cook County Clerk's Office

If Lander gives notice of breach to Borrower; (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lander only, to be applied to the sums secured by the Security Instrument; (ii) Lander 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 Lander or Lander's agents upon Lander's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lander or Lander'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) Lander, Lander's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lander 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 prents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or aite, 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 default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full

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

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

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	(Seal)
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<u>'</u> 'S	(Seal)

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