

PREPARED BY:
THOMAS R. OLSON
ELMWOOD PARK, IL 60635

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1992 Series A 1993 Series A

RECORD AND RETURN TO:

COOK COUNTY, ILLINOIS
FILED FOR RECORD

MIDWEST BANK AND TRUST COMPANY
1606 NORTH HARLEM
ELMWOOD PARK, ILLINOIS 60635

04 FEB 16 AM 11:33

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201115002

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 9, 1994
ROCCO GIAMPIETRO
AND VIRGINIA M. GIAMPIETRO, HUSBAND AND WIFE

The mortgagor is

(*Borrower*). This Security Instrument is given to
MIDWEST BANK AND TRUST COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 1606 NORTH HARLEM

ELMWOOD PARK, ILLINOIS 60635 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED FOURTEEN THOUSAND
AND 00/100 Dollars (U.S. \$ **114,000.00**).

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 **MARCH 1, 2024**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK**, **ILLINOIS**, **County, Illinois:**

described property located in COOK County, Illinois.
LOTS 21 AND 22 IN BLOCK 4 OF FEUERBORN AND KLODE'S BELMONT TERRACE
SUBDIVISION OF THE SOUTHEAST 1/4 OF THE INDIAN BOUNDARY LINE, SECTION
23, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

94223914 COOK COUNTY RECORDER

DEBT-01 REOPENING

315

42649 # KCB -#-94-2239 14
DEPT-01 RECORDING 631550
T#2222 TRAN 7921 03/11/94 09:55:00
\$2649 + KCB -#-94-2239 14
R DEPT-01 RECORDING 03/11/94 09:55:00
12-23-430-026 COOK COUNTY RECORDER

which has the address of 8024 WEST BELMONT AVENUE, CHICAGO
Illinois 60634 ("Property Address").

Street, City

ILLINOIS Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

L-410 - 8R(JL) 19101

VMP MORTGAGE FORMS • (313)283-8100 • (800)821-7220

Page 1 of

DPS:105B
Form 3014 9/90

100/100

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Form 201A D/MO
DPA 4000

Digitized by srujanika@gmail.com

11010 (19) NO.

Borrower shall prominently display any lien which has priority over this Security Instrument until such Borrower:

- (a) agrees in writing to the payment of the obligation secured by this lien in a manner acceptable to Lender;
- (b) consents in writing to the assignment and/or transfer of this Security Instrument to another party; or
- (c) consents in writing to the assignment and/or transfer of this Security Instrument to another party.

d. **Chargers**: Lenders, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may ultimately priority over this Security Instrument; and leasehold payments or ground rents, if any, Borrower shall pay those obligations in the manner provided in paragraph 2, until not paid in full in full payment, Borrower shall pay them on demand by the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this instrument.

3. Application of rules mentioned, unless application otherwise law provides otherwise, all payments received as a result under paragraph 2
1 and 2 shall be applied; first, to any prepayment 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.

Upon payment in full of all sums accrued 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, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale to the extent available by

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess held by Lender in accordance with the requirements of applicable law.

The Funds shall be held in a institution whose depositors are insured by a federal agency, intertemporality, or 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 to cover for holding and applying the Funds, unusually analyzing the escrow account, or verifying the Escrow items, unless Lender, unless Funds are borrowed intereat 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 legal service or collection. Under the same circumstances, Lender may agree to pay Lender's attorney fees and costs of collection.

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 affect my interest 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; (e) yearly mortgage insurance premiums; if any; and (f) any sum 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 may require for Borrower's account under the Federal Home Loan Bank Act of 1934 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law that applies to the Funds held by Lender may exceed the amount in the Note. In any event, collect and hold Funds in an amount not to exceed the lesser amount, unless it is otherwise provided in the Note.

Each row item or otherwise in accordance with applicable law.

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

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

Grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend severally the title to the Property against all claims and demands, subject to any encumbrances of record.

NOTWITHSTANDING the above stipulations now of themselves, entitling us to the possession of the property, we do nevertheless, by this instrument, 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".

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

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to its 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; Leasholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, agreeing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain those payments as a loss reserve in lieu of mortgage insurance. Loss reserve

DPS 1081

Form 3014 9/90

Initials *RS**RY*

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Form 321A
DPA 1998

Page A 9

ORILLIATION

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

to be severable.

Given at _____ on the _____ day of _____, 19____ and the parties to this Security Instrument and the Note do hereby acknowledge and declare that this Security Instrument is in the name of the _____ and that it is intended to affect the rights of the _____ in the same manner as if the _____ were a natural person.

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

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

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivery thereof in or by mailing

prepayment charge under the Note.

Borrower. Lender may choose to make this record by recording the principal owed under the Note or by marking a direct payment to Borrower. If a refund redress principal, the reduction will be treated as a partial prepayment without any to the permitted limits; and (b) any sums already collected from Borrower which exceed payment limited limits will be refunded to Lender a sum equal to the permitted limits; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan law is finally interpreted so that it is different or other loan charges collected or to be collected in connection with the and that law is finally interpreted by this Security Instrument to itself as a law which sets maximum loan charges.

15. Limitations. If the loan received by this Security Instrument is subject to a law which sets maximum loan charges,

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

Borrower's interest in this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or terminate prepayments by this Security Instrument by the terms of this Security Instrument (b) is not personally obligated to pay the sums Borrower's interest in the Property under the terms of this Security Instrument; (a) is co-signing this Security instrument only to mortgage, but does not execute the Note; (d) is co-signing this Security instrument only to mortgage, but not to provide security for the amounts secured by Lender and beneficiaries of Lender and Borrower, subject to the provisions of

paragraph 12. Borrower's coverments and agreements shall be joint and several. Any Borrower who co-signs this Security

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

12. Successors and Assigns; Joint and Several Liability; Co-signers. The coverments and agreements of this

Instrument of any right or remedy.

11. Borrower Not Relieved; Foreclosure; Waiver; Right of Remedy. Any foreclosure by Lender in exercising any right or remedy of or preclude the successors in interest. Any foreclosure by this Security Instrument by Lender in case of any demand made by the original Borrower of Borrower's failure to make the liability of the original Borrower a successor in interest, Lender shall not be relieved to

not operate the liability of this Security Instrument by Lender to any successor in interest of Borrower shall

of acquisition of the sum secured by this Security Instrument granted by Lender to the time for payment of modification

possession the due date of the monthly payments 1 and 2 or change the amount of such payments.

Lender and Borrower agree in writing, any application of proceeds to principal shall not extend or

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

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

award or settle a claim for damages, unless Lender within 30 days after the date the note is given,

If the Property is sold by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

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

lending. Unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides shall

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

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

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

Security Instrument immediately before the taking is equal to or greater than the amount of the sum secured by this

market value of the Property immediately before the taking is equal to or greater than the amount of the sum secured by the fair

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

shall be paid to Lender.

contemporaneous or other taking of any part of the Property, or for conveyance in lieu of condominium, the property assigned and

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an application specifically resounding cause for the application.

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

imbursement funds in accordance with any written agreement between Borrower and Lender or applicable law.

the proceeds required by an insurer approved by Lender to provide a loss recover, until the requirement for mortgage

that Lender (requisites) provided by an insurer approved by Lender agrees to furnish insurance coverage (in the amount and for the period

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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 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 may 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 given, 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.

DPS 1683
Form 3014 0/00
[Signature]

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MOI SADI
08/04/2024

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Given under my hand and official seal, this
day of February 1944.

STATE OF ILLINOIS, COCK, *Nancy E. McQuarrie* (County assessor),
ROCCO GIMPIETRO AND VIRGINIA M. GIMPIETRO, HUSBAND AND WIFE
of Nancy public in and for said county and state do hereby certify

—BOSTON—
(Seal)

Scell)

VIRGINIA M. GIMPITRO
-Detour
(Seal) *Virginia M. Gimpitro*

ROCCO GIMPIETRO
-BOSTON
(Sei)

Winnipeg

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

<input type="checkbox"/> Admitted Rider	<input type="checkbox"/> Conditional Rider	<input type="checkbox"/> Cardinuted Payment Rider	<input type="checkbox"/> Bullication Rider	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Conditional Rider	<input type="checkbox"/> Cardinuted Payment Rider	<input type="checkbox"/> Bullication Rider	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planed Unit Development Rider	<input type="checkbox"/> Ratio Improvement Rider	<input type="checkbox"/> Other(s) [Specify]	
<input type="checkbox"/> Second Home Rider	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

24. **Riders to this Security Instrument:** If one or more riders are executed by Borrower and recorded together with this security instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement this security instrument as if the rider(s) were a part of this Security Instrument.

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MORTGAGE RIDER

NOTICE TO MORTGAGOR

THE PROVISIONS OF THIS RIDER SUBSTANTIALLY MODIFY THE TERMS OF THE LOAN. DO NOT SIGN THE NOTE OR THE SECURITY INSTRUMENT UNLESS YOU READ AND UNDERSTAND THESE PROVISIONS.

RIDER TO MORTGAGE BY AND BETWEEN Rocco Giampietro and Virginia M. Giampietro, H&W
AND Midwest Bank and Trust Company (THE "LENDER")

The Mortgagor is executing simultaneously herewith that certain mortgage, dated February 9, 1994,
(the "Security Instrument") to secure a loan (the "Loan") made by Midwest Bank and Trust Co. in the
amount of \$ 114,000.00 to the Mortgagor, evidenced by a note (the "Note") of even date herewith. It is expected
that the Loan will be purchased by the Illinois Housing Development Authority (the "Authority"). It is a condition of the
making of the Loan that the Mortgagor execute this Rider.

In consideration of the respective covenants of the parties contained in the Security Instrument, and for other good
and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, Mortgagor and Lender
further mutually agree as follows:

1. The rights and obligations of the parties to the Security Instrument and the Note are expressly made
subject to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the
Security Instrument and the Note, the provisions of this Rider shall control.
2. Notwithstanding the provisions of Paragraph 6 of the Security Instrument, the Mortgagor agrees that
the Lender or the Authority, as applicable, may, at any time and without prior notice, accelerate all payments
due under the Security Instrument and Note, and exercise any other remedy allowed by law for breach of the
Security Instrument or Note, if (a) the Mortgagor sells, rents or fails to occupy the property described in the
Security Instrument as his or her permanent and primary residence; or (b) the statements made by the
Mortgagor in the Affidavit of Buyer (Illinois Housing Development Authority Form MP-6A) are not true,
complete and correct, or the Mortgagor fails to abide by the agreements contained in the Affidavit of Buyer;
or (c) the Lender or the Authority finds any statement contained in that Affidavit to be untrue. The
Mortgagor understands that the agreements and statements of fact contained in the Affidavit of Buyer are
necessary conditions for the granting of the Loan.
3. The provisions of this Rider shall apply and be effective only at such times as the Authority is the
holder of the Security Instrument and the Note, or is in the process of purchasing the Security Instrument and
the Note. If the Authority does not purchase the Security Instrument and the Note, or if the Authority sells or
otherwise transfers the Security Instrument and the Note to another individual or entity, the provisions of this
Rider shall no longer apply or be effective, and this Rider shall be detached from the Security Instrument.

MORTGAGOR

Rocco Giampietro

Virginia M. Giampietro



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Property of Cook County Clerk's Office

94223514

MIDWEST DKT & TIL CO.
1606 N. HARLEM AVE
ELMWOOD PK, ILL.

60635
ATTN: Tom Olson