UNOFFICIAL COPY 1515

COOK COUNTY ILLINOIS

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Farm 3014 6/90

(Space Above This Liese For Recording Data)

MORTGAGE

The nw	HIS MORTGAGE (18 OTERPOR IN RUTH C	iscoray hatermeat 1 is given on April 11th, 1994 CULUEN, A WHOW	
			("Borrower"). This Security Instrument is given t
	IS TRUST AND SAY	CONTRACTOR AND THE PROPERTY OF	which is organized and existing and whose address is
111 W		ET CHICAGO, ILLINOIS 60603	(*Lossilos)
	er owes Lander the pr Thousand any 90/100	•	
	(U.S. \$ 10.00.00		ower's note dated the same date as this Security Instrument
		monthly payments, with the full debt, if not paid earlier,	Many 1 to 2001
This Security	curity Instrument see. difications of the Por Instrument; and (c), t	res to Lender: (a) the repayment of the debt evidenced h (b) the payment of all other soms, with interest, adva- he performance of Borrower's covenants and agreements by contgage, grant and convey to Lender the following de-	hy the Note, with interest, and all renewals, extensions anced under paragraph 7 to protect the accurity of this conder this Security Instrument and the Note. For this
	M.TH 16 2/3 FFFT (OF LOT / AND LOT 8 (EXCEPT SOUTH 33 1/3 FEE	•
		ISCHER'S ARST ADDITION TO EDGEWATER, BE	•
NORTE	i. Range 14 east	OF THE THIND AF INCIPAL MERIDIAN, IN COOK	COUNTY, ILLINOIS.
PIN≇	14-05-105-023	OF THE THIRD 29 INCIPAL MERIDIAN, IN COOK	
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			, and the second
		•	
		6322 N LAKEWOOD	CHICAGO
which ha	a the address of 60660	[Street]	(City)
Illinois	(Zip Co	("Property Address");	<i>'L'</i>
Tog	ether with all the imp	provements now or hereafter erected on the property, and	d all casements, apppure nances, and fixtures now of
		y. All replacements and additions shall also be govered rument as the "Property".	thy this Security Institutent. All of the foregoing is
	·	• •	()
		NTS that Borrower is lawfully sensed of the estate hereh	
generally	the title to the Proper	the Property is unencumbered, except for encumbrane by against all claims and demands, subject to any encumbr	rances of record. Borrower warranty and will detend
			and non-uniform coverants with limbed criations by
-		mt security instrument covering real property,	CV
		NTS. Borrower and Lender covenant and agree as follow	
		pal and Interest; Prepayment and Late Charges, ed by the Note and any prepayment and late charges due	Borrower shall promptly pay when due the principal of under the Note.
the day in may attain	2. Punds for Taxes all conthly payments are on priority over this So	nd Insurance. Subject to applicable law or to a writ fue under the Note, until the Note is paid in full, a sum (courity Instrument as a lien on the Property; (b) yearly le	tten waiver by Lender, Borrower shall pay to Lender on ("Funds") for: (a) yearly taxes and assessments which easehold payments or ground rents on the Property, if
if any; an insurance muximum Settlement the Funds Lender in	d (f) any sums payabl premiums. These iter amount a lender for Procedures Act of 15 sets a lesser amount	rty insurance premiums; (d) yearly flood insurance premi- e by Borrower to Lender, in accordance with the provisions are called "Escrow items," Lender may, at any time, e- a federally related mortgage loan may require for Borre 774 as amended from time to time, 12 U.S.C. SS 2001 e- i. If so, Lender may, at any time, collect and hold Fut to Funds due on the basis of current data and reasonable applicable law.	ons of paragraph 8, in lieu of the payment of mortgage collect and hold Funds in an amount not to exceed the ower's escribe account under the federal Real Estate et seq. ("RESPA"), unless another law that applies to under an amount not to exceed the lesser amount.
T if Lender charge Bo pays Borro pay a one-	he Funds shall be hel is such an institution) crower for holding ar ower interest on the F time charge for an inc	d in an institution whose deposits are insured by a federal or in any Federal Home Loan Bank. Lender shall apply and applying the Funds, annually analyzing the escrow ac- unds and applicable law permits Lender to make such a c dependent real estate tax reporting service used by Lender a agreement is made or applicable law requires interest	the Funds to pay the Escrow flems. Lender may not recount, or verifying the Escrow flems, unless Lender charge. However, Lender may require Borrower to rin connection with this loan, unless applicable law
Damen .		agreement is made of applicante law requires interest	

II.LINOIS - Single Family -Family Mac/Freddie Mac UNIFORM INSTRUMENT

Finds. Lender shall give to Barrower section of an entire to the Finds of the Finds, choosing transmission on the Lands and the purpose for which each debit to me Finds was made. The Finds of pleages a didnesses, an aff course of ord by this becoming instrument.

If the Funds held by Lender exceed the annunts 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 Borower 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 Phymiesits. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 5 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; Lioux. 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 tents, if any. Borrower shall pay these obligations in the insancer provided in paragraph 2, or it not paid in that manner, Borrower shall pay them on time directly to the person owed payment Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good tanh 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 adject to a hen which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower s'all attisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Fronerty Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards nelinded within the term "extended coverage" and any other hazards, including flowls or flowing, for which Lender requires insurance insurance shall be maintained in the amounts and for the periods that Lender requires. The massance carrier providing the insurance of all we chosen by Borrower subject to Lender's approval which shall not be uncessonably 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 tenesal. If Lender requires, Borrower shall promptly give to Lender all recepts 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 proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise give 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 truened, 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 is soffered to settle a claim, then Lender may collect the insurance proceeds. Lender may one 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 or a 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 the acquisition shall pass to Lender to the extent of the sums secured by this Security in Junu and immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the 7 reporty; Borrower's Loan Application; Leaseholds.

 Borrower shall occupy, establish, and use the Property as Borrower's principal residence or at least one year after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence or at least one year after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence or at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or or less extenualing circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property of certain the Property of the Property. Borrower shall be in default if any forfeiture action or proceeding, whether avid or criminal, is begut that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the few created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragree's, 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 I ender (or failed to provide Lender with Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a bachold. 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.
- 7, Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants and agreements contained in this "Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Improve (such as a proceeding in "bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and a fight 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 soms secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make Cippairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts dishursed by Lender under this paragraph 7 shall become additional debt of Borrower secured 1.5 this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be ar interest from the dat 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 the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance towerage 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 heing 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 heu 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.

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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 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 proceeds multiplied by the following fraction: (a) the total amount of the sums secured 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 inmediately before the taking is less 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 whether or not the sums are then due.

If the Property is shaudoned by Borrower, or if, 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 collect and apply the proceeds, at its option, either to restoration or rapair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and florrower otherwise agrees 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. Borrows: Not Released; Furbensines By Lender Not a Weiver. Extension of the time for payment or modification of ansortization of the same 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 same secured by this Security Instrument by reason cleany demand made by the original Borrower or Borrower's successors in interest. Any fortunatenee by Lender in excessing any right or to sady shall not be a swiver of or preclude the exercise of any right or tensedy.
- 12. Successors vid / ssigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions 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 that does not execute the Note (b) is not personally shighed 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 with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the torn secured by this Security Instrument is subject to a law which sets maximum torn charges, and that law is finally interpreted so that the interest or other torn than tharges 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 Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a uncer payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge in our treatment.
- 14. Notices. Any notice to Borrower provided for it 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 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.
- 15. Governing Law: Severability. This Security Instrument shall be overned by federal law and the law of the purisdiction 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 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 given effect without the conflicting
 - 16. Borrower's Cupy. Borrower shall be given one conformed copy of the Not, and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any proved 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 network person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lander exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the 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 lav enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable lew may specify for reinstatement) before rate of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a informed enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under the 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 Lander may reasonably require to assure that the lieu of this Security Instrument, Lender's rights in the Property and Barrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon rainstatement 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 inthe 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 thines 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 unrefated 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 taw.

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Pringerings (1991) (tear tot spores)

BOX 333-CTI

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10. Hazardons Substances. — Borrower shall not cause or perind the presence, use, disposal, storage, or release of any Hazardon 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 Hazardons 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

As used in this paragraph 20, 'Hazardous Substances' are those substances defined as took or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or took petroleum products, took pesticides and hethicides, volable solvents, materials containing ashestos or formaldelistic, 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.

NON UNHORM COVENANTS. Bottower and Lender finther covenant and agree as follows

NON DNIFORM COVENANTS. Borower and leader further coverant and agree as follows.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any coverant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law prevides 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 proceeding and sal of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the fore course 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 sules 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 limiter to reasonable attorneys' fees and costs of title evidence.

22. Ridense. Upon payment of all sums secured by this Security Instrument. Lender shall release this Security Instrument without charge to Berrower. Borrower shall pay ray recordation costs.

23.	Waiver of Housestend.	Borne at waive	a all rights of homester	d exemption in the Property

23.	Waiver of Homestend. Borrower waives all righ	hts of homestead exemption in the Propert)
instrument. (agreements)	Riders to this Security Instrument. If one or the coverants and agreements of each such rider shall of this Security Instrument as if the rider(s were a par cable hox(es)]	more riders are executed by Botrower as be incorporated into and shall amend and t of this Security Instrument.	id recorded together with this Security is supplement the covenants and
It neck appn	· · · · · · · · · · · · · · · · · ·	Condominium Rider	1-4 Family Rider
7		Vanned Unit Development Rider	Biweekly Payment Ridet
			· · ·
Ĺ	Balloon Rider	late Imporcement Rider	Second Home Rider
	SIGNING BELOW, Borrower accepts and agrees to ited by Borrower and recorded with it.	the terms - d coverants contained in the	his Security Instrument and in any
Signed, scale	d and delivered in the presence of:	y olling	E. Can Cham
		RUTH C. CULLE's Social Security Number	333-40-2632
			(Seal
		Social Security Number	Burtower
		Six ist Sectionly (Author)	(Scal
			-Borrower
		Social Security Number	
			(Sea!
			Burtimer
		Social Security Number	
	(Space Balou Thi	s Line For Acknowledgment)	
STATE OF I	0 10	County ss:	
1.	41010	a Notary Public in and fo	a said county and state do hereby certify
that RUI	TI C. CULLEN, A WIDOW		
		personally known to me to	he the same person(s) whose name(s)
aubscribed to (the foregoing instrument, appeared before me this day	in person, and acknowledged that	-tre-she
	ivered the said instrument as him/her		he uses and purposes therein set forth.
Give	n under my hand and official seal, this 11th	day of April, 1994	١,
My Commisio	n Expires:	Notar Public	- Viace
This Instrumer	at was prepared by: JUANITA A. SMITH	Located Linears.	
Return To:	HARRIS TRUST AND SAVINGS BANK		
	111 WEST MONROE STREET CHICAGO, ILLINOIS 60603	"OFFICIAL SEAL?	

Deborah Kerr Harris

Hy Public, State of B - Ommission Expires Oat. 7.

BOX 333-CTE

Form 3014 9/90

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Lann No. C111-4789

1-4 FAMILY RIDER

Assignment of Rents

THIS I 4 FAMILY RIDER is mode this 11th day of April, 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:						
6322 N LAKEWOOD CHICAGO, ILLINOIS 60660						
[Property Address]						

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

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT in addition to the Property described in the Security Instrument; the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument; building materials, appliances and goods of every nature whatsiever 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, val.; air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, viter closets, sinks, ranges, stoves, refigerators, dishwashers, disposals, washers, dryers, swnings, storm windows, storm doors, screens, blinds, and s, 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 leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Len for his agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body repricable to the Property.
- C. SUBORDINATE LIENS. Except as per nitt d by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain haurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Bicrower otherwise agree in writing, the tirst 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 shell assign to Lender all leases of the Property and all security deposits anade in connection with leases of the Property. Upon the assignment, Fender 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; LENDE? IN POSSESSION. Borrower solutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the "imperty, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and percess that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents of the (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 6 c religional security only.

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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 Rends 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 not 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 default, we us. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Removed the Property shall terminate when all the sums secured by the Security Instrument are paid in full

I. CROSS-DEFAULT PROVISION. Borrower'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, Borroy et & cepts and agrees to the terms	and provisions contained in this 1-4 Family Rider.	
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