

# PECOND AND RETURN TO: SAM TRIPBAB/RICORDED DOCUMENTS DEPT, OFFYECAPE CORR SEE TRATTER ROAD ELMERGED, MY 1999-1999

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MORTGAGE

TOAN TO# 84625

THIS MORTGAGE Cheering Instrument"; is given on AUCUST 3RD, 1995. The mortgagor is ALICE H. EDWARDS, CAMANAGED AND JEWELK, LOCKHART, DEBUGGEDER MARKLED TO LIDYD TAXIKHART ("Horrower"). 6559 S. KAMBA, CHICACO whose address is: , which This Security Instrument is given to CITYCLAPE MORICAGE CORP. is organized and existing under the laws of THIS STATE OF NEW YORK , and whose address is ("Lender"). 565 TAXTER ROAD, ELMSFORD, NY 1J523-2300 Borrower owes Lender the principal sum of TANTY SEVEN THOUSAND Dollars (U.S. \$ 27,000.00 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 AUGUST 9TH, "Maturity Date"). This Security Instrument secures to Leader: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications delig 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 covenant, 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 County, Illinols: CCXXX SEE EXHIBIT "A" AUTACHED HERETO AND MADE A PART HEREOF. which has the address of 6559 S. MAMEN, CHICAGO (City) ("Property Address"); Illinois 60636 [Zip Code]: **Equity Title** This instrument was prepared by: 415 N. Lasalle DAVE FALCONER/CITYSCAPE # 432

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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.

ILLINGIS FIXED RATE SECURITY INSTRUMENT -- Single Family #LCMB1 - 64211995

565 TAXTER ROAD, ELMSFORD, NY 10523-2300

(Name)

(Address)

Page 1 of 7

Chicago, N. 60610

EC152442

Cityscape Corp. Doc Prep Plus, Inc.

RECORD AND RETURN YOU

OF THE GAS/RECORDED DOCUMENTS (2005)

CITYSCAPE CORP.

SIN TAXITUR ROAD

ELABRORD, NY 10028-2000



/ IDAN ID# 84625

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall gray to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Legace, in accordance with the provisions of paragraph 8, in fleu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Jender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's excrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seg. ("RESPA"), ut (est another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes payment of such Escrow Items to the holder or servicer of a mortgage encumbering the Property which has priority over this Security Instrument and which was approved by Lender at the time of origination of this Security Instrument (an "Approved Senior Security Instrument").

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

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 19, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens; Approved Senior Security Instrument. Borrower shall pay or cause to be paid, when due, all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Agreement, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly turnish 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 covenants and agrees to timely perform all of Borrower's obligations under any Approved Senior Security

Property of Cook County Clerk's Office

Instrument, including by way of example and not by way of limitation, Borrower's obligation to make all payments when due under such Approved Senior Security Instrument and the note or other obligation secured thereby.

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding for which Lender or applicable law requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender, or applicable law, 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 sould 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 proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, and subject to the rights of the holder of any Approved Senior Security Instrument, 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, subject to the rights of the holder of any Approved Senior Security Instrument, 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, subject to the rights of the holder of any Approved Senior Security Instrument, may context the insurance proceeds. Lender may use the proceeds received by Lender 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 process to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or charge the amount of the payments. If under paragraph 19 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 Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Unless Borrower's loan application and the Lender's loan approval provided that the Property as not required to be occupied as Borrower's principal residence, 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 civit 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, by eausing 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 foan 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

LOAN ID# 84625

limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a lensehold, 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 condomnation or forfeiture or to en'orce 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 tien which has priority over this Security Instrument, paying real estate taxes, flood insurance and mortgage insurance premiums, appearing in court, paying reasonable attorners fees, entering on the Property to make repairs, and paying property insurance premiums. Although Lender may take across 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; it 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 evidenced by the Note and secured by this Security inscranent, 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 morth 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 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 on 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 of 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 in sections of the Property. Lender shall give Bor ower notice at the time of or prior to an inspection specifying reasonable exame for the inspection.
- 10. Concemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or any part thereof, or for conveyance in lieu or condemnation, are hereby assigned and shall be paid to Lender, subject only to the rights of the holder of any Approved Senior Security Instrument. Finless Lender and Borrower otherwise agree in writing, any application of such proceeds which does not pay the prince hal sum secured by this Security Instrument in full, 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 Wniver. Extension of the time for payment or modification of amortization 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 Security 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 Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19(B). 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 grant and

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convey the 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 e-tend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

- 13. I our Charges. If the loan secured by this Security Instrument is subject to a law or regulation which sets maximum from charges, and that law or regulation 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 Borrowe which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this tetund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be recated as a partial prophyment without any prepayment charge under the Note.
- 14. Notices. Any project to Borrower provided for in this Security Instrument shall be given by defivering it or by mailing it by first class and unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 19. Governing Law; Severability. Thi Security instrument shall be governed by federal law and the law of the jurisd ction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note audicts with applicable law, such conflict shall to 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.
- 4.6. Borrower's Copy. Borrower acknowledges receipt of a conformed copy or a photocopy of the Note and of this Security Instrument.
- 17. Sale of Note: Change of Loan Servicer. The Note or a partial facetest 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 (kn wn 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.
- 18. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storige, or release of ar / 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 property of small quantities of Hazardous Substances that are generally recognized to be a propriate 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 I nvironmental 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, Rorrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 18, "Hazardous Substances" are those substances defined as toxic or bazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flaminable or toxic petroleum products, toxic pesticides and herbicides, volutile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

19. Lender's Rights If Borrower Falls To Keep Promises. If any of the events or conditions described in subparagraphs (A), (B), (C), (D) or (E) of this paragraph 19 shall occur, Lender may require that Borrower pays in mediately the entire amount remaining unpaid under the Note and this Security Instrument. This requirement will be called "immediate payment in full". If Lender requires immediate payment in full Lender 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 19, including but not limited to, reasonable attorneys' fees and costs of title evidence.

Lender may require immediate payment in full under this paragraph 19 if:

(A) Borrower fails to make any payment required by the Note or this Security Instrument when it is due; or (B) All or any part of the Property, or any interest in the Property is sold or transferred (or, if Borrower is not a natural person, it a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent; or

(C) On application of Lender two or more insurance companies licensed to do business in the state in which the Property is located refuse to issue policies insuring the buildings and improvements on the Property; or

(D) If Borrower fails to make any required payment when due on any Approved Senior Security Instrument, or if Borrower fails to keep any other promise or agreement contained in any Approved Senior Security Instrument; or

- (E) Borrower fails to keep any other promise or agreement in this Security Instrument within the time set forth. or if no time is set forth in this Security Instrument, then within the time set forth in the notice sent to Borrower by Lender, or if Borrawer is otherwise in default under this Security Instrument, or if any of the representations and/or warranties made by sorrower in this Security Instrument are not true and correct in any material respect or are otherwise breached by Horrower.
- 20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument without charge in Horrower. Borrower shall pay any recordation costs.
  - 21. Waiver of Homester 1. Borrower hereby waives all rights of homestead exemption in the Property.
- 22. Riders to this Security astrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenints and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

#### - REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SOMOR MORTGAGES OR DEEDS OF TRUST -

Horrower and Lender requests the holder of any a ortgage or deed of trust or other lien or encumbrance which claims to have priority over this Security Instrument (any 5. such a "senior lien") to give notice to Lender, at Lender's address set forth on the first page of this Security Instrument, or at any other address for notice provided by Lender to such holder, of any default under any such senior lien and of any intended forcelosure, sale or other action to enforce such senior lien. This request for notice is not intended, nor that it constitute, an admission by the holder of this Security Instrument that any mortgage, deed of trust or other lieu or encumbrance has priority over this Security Instrument.

BY SIGNING BILLOW, Borrower accepts and agrees to the terms and covenants contained in this Security en. Film. Instrument and in any rider(s) executed by Borrower and recorded with it. 1. Witness Whereof, Borrower has signed and sealed this Security Instrument.

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Page 6 of 7

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T 25 IN BLOCK 40 IN SOUTH LYNNE, BEING A SUBDIVISION OF THE NORTH 1/2 OF CTION 19, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PINET-20-19-216-023

- 19. Lender's Rights If Borrower Falls To Keep Promises. If any of the events or conditions described in subparagraphs (A), (B), (C), (D) or (E) of this paragraph 19 shall occur, Lender may require that Borrower pays immediately the entire amount remaining unpaid under the Note and this Security Instrument. This requirement will be called "numediate payment in full". If Lender requires immediate payment in full Lender may toreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including but not limited to, reasonable attorneys' fees and costs of title evidence. Lender may require immediate payment in full under this paragraph 19 (f).
  - (A) Borrower fails to make any payment required by the Note or this Security Instrument when it is due; or (B) All or any part of the Property, or any interest in the Property is sold or transferred (or, if Borrower is not
- (B) All or any part of the Property, or any interest in the Property is sold or transferred (or, if Borrower is not a natural person, if a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent; or
- (C) On raplication of Lender two or more insurance companies licensed to do business in the state in which the Property is located refuse to issue policies insuring the buildings and improvements on the Property; or
- (D) If Borrover fails to make any required payment when due on any Approved Senior Security Instrument, or if Borrower fails to keep any other promise or agreement contained in any Approved Senior Security Instrument; or
- (E) Borrower fails to keep any other promise or agreement in this Security Instrument within the time set forth, or if no time is set forth in this Security Instrument, then within the time set forth in the notice sent to Borrower by Lender, or if Borrower is otherwise in default under this Security Instrument, or if any of the representations and/or warranties made by Borrower in this Security Instrument are not true and correct in any material respect or are otherwise breached by Borrower.
- 20. Release. Upon payment of all sums coursed by this Security Instrument, Lender shall cancel this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 21. Walver of Homestead. Borrower hereby waives placing its of homestead exemption in the Property.
- 22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

#### - REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SENIOR MORTGAGES OR DECOS OF TRUST -

Borrower and Lender requests the holder of any mortgage or deed of trust or other lien or encumbrance which claims to have priority over this Security Instrument (any of such a "senior lien") to give notice to Lender, at Lender's address set forth on the first page of this Security Instrument, or at any other address for notice provided by Lender to such holder, of any default under any such senior lien and of any intended foreclosure, sale or other action to enforce such senior lien. This request for notice is not intended, nor shall it constitute, an admission by the holder of this Security Instrument that any mortgage, deed of trust or other lien or encumbrance has priority over this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. In Witness Whereof, Borrower has signed and sealed this Security Instrument.

LOT 25 IN BLOCK 40 IN SOUTH LYBNE, BEING A SUBDIVISION OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P. NOT 20-19-216-023

#### 1-4 FAMILY RIDER

#### Assignment of Rents

LOAN ID# 84625

THIS 1-4 FAMILY RIDER is made this 3RD day of AUGUST, 1995, 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 CITYSCAPE MORTGAGE CORP.

(the "Lender")

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

6559 S. JAMEN, CHICAGO, ILLINOIS 60636

1-4 FAMILY CONTENTS. 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 Society Instrument, the following items are added to the Property description, and shall also consatute 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 herting ecoling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoven, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinks, shades, 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 thereon, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All or fire foregoing together with the Property described in the Security Instrument (or the leasehold estate of 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. Borrover shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless I ender has agreed in writing to change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Looder's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by paragraph 5 of the Security Instrument.
- E. 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 E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues

1.0AN ID# 84625

("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) such time as Borrower has defaulted under the Security Instrument or Note 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.

Upon Borrower's default under or breach of the Security Instrument or the Note: (i) all Rents received by Borrower shall be held by Borrower as trustee, for the benefit of Lender only, to be applied to the sams 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, "at 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 sams 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 entined to have a receiver appointed to take possession of and manage the Property and collect the Rents of 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 puragraph 7 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents (except in connection with an Approved Serio) Security Instrument as defined in paragraph 2 of the Security Instrument) and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after any default by Borrower under the Security Instrument or Note. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default by Borrower under the Security Interest or Note 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 an the sums secured by the Security Instrument are irrevocably paid in full.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

ALICE M. EDWARDS

ALICE M. EDWARDS

Horrower

ALICE M. EDWARDS

(Scal)

HORROWER

(Scal)

HORROWER

(Scal)

HORROWER

HORROWER

(Scal)

HORROWER

# UNOFFICIAL COPY (LOAN 1D) 84625

Witnesses	
. Mawak	Client Edwards (Seal)
to the state of th	ALICE M. EDWANDS -Borrower
MARINOCK	Jewelfockhart (Seal) JEWELL LOCKHAFT Borrower
Waw Dali	Llosel Locklast (Sent)
900 M	LLOYD LOCKHART - Borrower  **SIGNING SOLELY FOR THE PURPOSE OF  WAIVING ALL AND ANY HOMESTEAD RIGHTS  (Seal)
Dor	Borrower
	(Scal)
00	-Horrower
	(Seal)
	Borrower
STATE OF ILLINOIS,	COOK County 88:
I,  THE UNDERSTONED  do hereby certify that ALICE M. EDWARDS AND A  A WILLOW	, a Notary Public in and for said county and state  JEWELA LOCKHART PARKLED TO LIDYD LOCKHARD
personally known to me to be the same person(s) whos me this day in person, and acknowledged that THI free and voluntary act, for the uses and purposes there	
Given under my hand and official seal, this 3F	RD day of AUGUST, 1995.
My Commission Expires:	Soluble 11 Barroak Notary Public
This instrument was prepared by:	
DAVE FALCONER/CITYSCAPE 565 TAXTER ROAD, ELMSFORD, NY 10523-2300	Michele M. Pawlak Notary Public, State of Ulinois Ny Commission Explose April 53, 1937
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Property of Cook County Clerk's Office

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