When Recorded Mar To 012 HATIONAL LENGTH SENTER, INC. 700 W HILLSHOP BLVD., #204

95804911

. DEPT-01 RECORDING

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. T#0010 TRAN 3326 11/20/95 15:18:00

#4550 + C.1 #-95-804911

COOK COUNTY RECORDER

Propared By:
Adrienne V. Harris
National Lending Center, Inc.
700 W Hillsbord Blvd., #204
DESTRIELD BEACH FL 33441

LOAN NO. 957374

. [Space Above This Line For Recording Date] .

MORTGAGE

THIS MORTGAGE ("Security instrument") is injuried on NOVEMBER 13

The mortgagor is JANITA WILSON GRIFFITH MANAGEMERINGEN PROTECTION OF THE MORTGAGE CONTROL OF THE MORTGAGE CO

***F/K/A JANITA D. VILTON

MARRIED TO REGINALD GRIFFITH

This Security Instrument is given to NATIONAL LENDING CENTER, INC.

which is organized and existing under the laws of TSIE STATE OF ILLINOIS address is 700 W HILLSBORO BLVD., #204.

DEERFIELD BEACH, FL 3344)

Borrower owes Lender the principal sum of ONE HUNDRED TWENTY-THREE THOUSAND TWO

HUNDRED FIFTY AND 00/100

Dollars (U.S. \$ 123,250.00). This debt is evidenced by Ho, rower'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 NOVEMBER 17, 2010 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all tenewals, extensions and modifications of the Note; (b) the payment of all other soms, with interest, advanced under paragraph 2 to protect the security of this Security Instrument; and (c) the performance of Bornaver's coverants and agreements under this Security Instrument and the Note. For this purpose, Bornower does hereby mortgage, grant and convey to Lender the following described property located in COCK.

LOT 36 IN BLOCK 1 IN SHEKELTON BROTHERS 2ND ADDITION TO BELLATION BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

PIN # 15~16~120-007

181 AMERICAN TITLE order # COTOL

which has the address of

1017 RICE AVENUE

BELLWOOD

Illinois

60104

("Property Address");

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ILLINOIS - Single Family - Famile Maciffieddie Mac UNIFORM INSTRUMENT

Form 3014 9/90 Laser Forms (no. (\$00) 446-3555 LIET #FIRAA3014 11/94

Page 1 of B



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and whose

("Lender").

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TOGETHER WITH all the improvements now or hereafter creeted 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". The second of the

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 unencombered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS. 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. Assert
- 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 atouthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may again priority over this Security Instrument as a lieu on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property hasarance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragrap' 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 me to exceed the maximum amount a lender for a federally related mortgage from may require for Eory, wer's eserow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 260) et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the local of current data and reasonable estimates of expenditures of future Escrow lients or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Feleral Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and a plying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Fands 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 mx reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Bor over any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Fards. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. 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 law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the account of the Funds held by Lander at any time is not sufficient to pay the Eserow Items when due, Lender may so notify Bortowet 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 THE WAY SEE THE WAY twelve monthly payments, at Lender's sole discretion. 🧢

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly reduce to Borrower any Funds held by Lender. 1f, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the 2 anisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sams secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lendel order paragraphs I 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. The second second second
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Horrower 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 faith the lien

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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 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 proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically 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 sams secured by this Security instruction, 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 sente 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 accee 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 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 Projection of the Property; Borrower's Loan Application; Leaseholds. 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 cominue 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. Eor over shall not desiroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Berriwer shall be in default if any forfeiture action or proceeding, whether civit or criminal, is begun that in Lender's good fain judgment could result in forfeiture of the Property or otherwise materially impair the tien created by this Security Instrument or Lencer'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 forteiture 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 header (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 an a leasthold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasebol? 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 commined 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 fien which has priority over this Security Instrument, appearing 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.

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A. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security fustrament, florrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender tapses or ceases to be in effect. Borrower shall pay the paratimes 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 morigage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Horrower 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 these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law. 1985 280

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 eaking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total o'king of the Property, the proceeds shall be applied to the sums secured by this Security Justiument, 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, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrow a. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or ledes applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or her the sums are then due.

If the Property is abandoned 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 repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or charge the amount of such payments.

- 11. Borrower Not Released: Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to pay successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors unio crest. 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'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 agree acuts 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 only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent. In 1878.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges (and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the houng 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 direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note

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14. Notices. Any notice to florrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice 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 governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 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 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 delivered or mailed within which Horrower 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 of continued 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 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 expures incorred in enforcing this Security Instrument, including but not finited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument shall continue unchanged. Upon feinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no accelerator 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 bodies 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 onto or more changes of the Loan Servicer unrelated to a sale of the More. 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 mane and address of the new Loan Servicer and the address to which payment, 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 as you; else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two semences 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 Horrower 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 heardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxle petroleum prodeers, toxle pesticides and herbicides, volatile solvents, materials containing aspectos or formaldehyde, and radinactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the prisdiction 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: A feedback

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 Horrower, 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 saids secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to relastate 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 to Borrower, Borrower shall pay any recordation costs.

23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. 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. [Check applicable box(es)]

Adjustable R	ate Rider	Condom	inium Rider	X	1-4 Family Rider	
Graduated Pa	yment Rider	Planned	Unit Development Ride	T	Biweekly Paymer	it Ride
Balloon Rive	0	Rate Imp	provement Rider		Second Home Ri	
Other(s) spec	cify LOUITY, OW!	NER OCCUPIE	D.			
in any rider(s) executed by	y Borrower and o'card	ed with it.	terms and covenants co	g same of same	า การสร้างสำครัฐสร้างกูปรู	ent and
Wittenson		,	YILAS MORTGAGOR B		$-4X^{*} + 5X^{*}$	
	JANITA WILSON G	VI HIS HOMES	TEAD RIGHTS AS T	HE SPOUSE		(Scal)
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STATE OF ILLINOIS,		look		County se		
	LLING PLOT JANITA WILSON GI	RIFFITH AND	, a Notary P REGINALD GRIFFIT	ublic in and fe H, WIFE ANI	or said county and D HUSE AND	l state,
subscribed to the foregoing signed and delivered the sa	g instrument, appeared	before me this d	own to me to be the sar lay in person, and acknowled and voluntary act, for the	owledged that	THEY	ARE forth.
Given under my hand	and official scal, this	13TH day	y of NOVEMBER	í .{ ··· //	1995	
My Commission expires:	IN Expires 9/26/98 VEXPIRES 6/26/98 VEXPIRES 6/26/98	TELLUL	- Alla	De Ko Notary Public	nf	

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LOAN NO. 957374

For a valuable consideration, receipt of which is hereby acknowledged, the undersigned therein referred to as "Borrower") hereby covenants and agrees that all of the provisions of this Rider shall be and are hereby made an integral part of the deed of trust, deed to secure debt, security deed, mortgage or similiar. "Security Justiument", attached hereto and intended to be dated of even date herewith. (herein referred to as "the attached Security Instrument".) given by borrower to secure Borrower's Note payable to the order of NATIONAL LENDING CENTER, INC., its successors or assigns (herein a referred to as "Lender") and covering the Property hereignfier identified and being more particularly described in the attached Security Instrument (hereinafter referred to as "the Property").

- 1. Borrower has heretofore made certain representations in writing to Lender regarding florrower's good faith intentions of establishing, occupying, using and maintaining the Property as the primary residence of Borrower and such representations were made by Borrower for the express purposes of inducing. Lender to rely on the same and to grant to Borrowers the homeowner loan secured by the attached Security Instrument. Therefore, Borrower does hereby warrant and represent that Borrower now occupies the Property as Borrower's principal residence or in good faith will so occupy the Property, commencing such occupacy not later than: (a) thirty (30) days after this date or (b) thirty (30) days after the property shall first have become ready for occupancy as a habitable dwelling, whichever is later.
- 2. Borrower agrees that the warranty and representation set forth in Paragraph 1 hereinabove constitutes an additional 💰 covenant of the attached Security Agriculant and that the Borrower's failure shall constitute a breach of covenant under the attached Security Agreement that shall en ith the lender, its successors and assigns, to exercise the remedies for a breach

of coverant provided in the anached security instroment. DATED: NOVEMBER 13, 1995 PROPERTY ADDRESS: 1017 RICE AVENUE BELLWOOD, IL 60104 OFFIGIAL SEAL JULIS DE RANGO Netary Public, State of Minels STATE OF ILLINOIS Commission Expires 9/28/98 COUNTY The foregoing instrument was acknowledged before me this 13TH day of NOVEMBER, 1995

FECIAL SEAL .

JULIE DE RANGO Notary Public, State of Minols My Commission Expires 9/26/98

by JANITA WILSON GRIFFITH, , REGINALD GRIFFITH, , who is/are personally known to me or who has/have produced

as identification and who did (did not) take an oath.

My Commission expires:

Notary

This Rider to Mortgage is made on this 13TH day of NOVEMBER 1995, and is hereby incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned JANITA WILSON GRIFFITH, REGINALD GRIFFITH,

to secure Borrowers note to NATIONAL LENDING CENTER, INC.

("Lender") of the same date and covering the property described in the Mortgage as follows:

LOT 36 IN BLOCK I IN SHEKELTON BROTHERS 2ND ADDITION TO BELLWOOD BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

In addition to the covenants and agreements made in the above described Mortgage and Note, the Borrower and Lender further covenant and agree as follows:

- 1. In the event of any default under the said Mortgage and/or Note, interest shall be payable on the whole of the outstanding principal balance from the date of such default and for the subsequent duration of such default at the highest rate of interest permitted by law.
- 2. If any other lien, encumbrance or mortgage upon on subject property, whether superior or junior to the lien of this Mortgage, is delinquent or in default, this Mortgage and the life, secured hereby shall be in default and the holder of this Mortgage and Note shall be entitled to enforce all remedies provided in this said Mortgage and/or. Note as well as all other remedies provided by law.
- 3. The undersigned does hereby agree to pay all and singular the principal and interest and all other sums of money payable under the said Mortgage and Note promptly on the due date of each installar on; it being understood and agreed that if said payment is more than 10 days late, there shall be a late charge of five percent (5) to of the overdue payment of principal and interest. The Lender shall be required to give notice to the Borrower prior to acceleration and foreclosure of the subject property, and the Borrower shall have no right to reinstate or otherwise bring current the Mortgage and Note after a period of 30 days has clasped from time of acceleration.
- 4. If there is any conflict between the provisions in this Rider to Mortgage and those contained in the above described Mortgage and Note, the provisions of this Rider to Mortgage shall supercede and control the conflicting provisions of the said Mortgage and Note.

IN WITNESS WHEREOF, the Borrower has executed this Ride the terms, provisions and covenants contained hereinabove.	er to Morigage and has accepted and agreed to be bound by
	Matabuleen Reyeth
WITNESS	JANETA WILSON GRIFFITH) //
WINGS TO KIM C.	REGINALD GRIFFITH
WYNESS	

WITNESS

3280337

WHEN RECORDED MAIL TO NATIONAL LENDING CENTER, INC. 700 W HILLSBORO BLVD., #204 DEERFIELD BEACH, FL 33441

LOAN NO. 957374

<u>-4 FAMILY RIDER</u>

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 13TH day of NOVEMBER 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 NATIONAL LENDING CENTER, INC.

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

1017 FICE AVENUE BELLWOON, II 60104

1-4 FAMILY COVENANTS. In addition to the lovenants 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 Smilding materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing appa ans, security and access control apparatus, plumbing, bath tibs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, hades, curtains and curtain rixls, anached mirrors, cabinets, panelling and attached floor coverings now or hereafter stached to the Property. all of which, including replacements and additions thereto, shall be deemed to be and ternain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property Ameribed in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are received 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 Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower 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 shalf maintain insurance 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 defeted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first 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.

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform Instrument

Form 3170 9/90

Laser Forting Inc. (800) 448-3555

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G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute

assignment and not an assignment for additional security only.

If Lorder 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 childed 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 I savenent; (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 implementation of the Property as security.

If the Rents of the Property are not cafficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds a conded by Lender for such purposes shall become indebtedness

of Borrower to Lender secured by the Security Instroment pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrowe has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent brader 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 arrors of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at my time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full,

1. CROSS-DEFAULT PROVISION. Horrower'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,

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MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac Unitom Instrument Form 3170 9/90

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