Lana No. 2119303 Instrument Prepared by GN SIORTGAGE CORPORATION Record & Return by GN MORTGAGE TORPORATION 4000 WEST BROW BROWN DEER, Y

95816852

DEPT-01 RECORDING \$37.50 T#0014 TRAN 9324 11/27/95 13:46:00 \$0816 + JW #-95~816852 COOK CLUMTY RECORDER

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#### **MORTGAGE**

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Control of the Contro	OCTORED 11 1006	21.0001
THIS MORTE Section laurum	ment') is given on OCTOBER 31, 1995	IN LEENEG R.
The martinger is ANITA LAZO, DIVI	PROCED AND NOT SINCE BEMARRIED AN	r'). This Security fastrument is given to
LAZO, A BACHELOR		which is regardeed and existing
CH MORTGAGE CORPORATION A W	SCONSIN CORPORATION	and whose address is
under the laws of WISCONSIN		(*Lender*)
6706 FALLBROOK AVENUE SUITE 191	WEST HILLS, CALIFORNIA YISO	
Borrower owes Leader the pracipal men (1)	One Hundred Eighty Four Thousand Fire	to not desert the come Ante no that
Deflare (U.S. \$ 184.500.00	1. This debt is evidenced by Borrower	s pre- united the said assemble on
Security Instrument ("Note"), which provides	for monthly payments, with the full debt, if not	secures to Lender: (a) the repayment
NOVEMBER 1, 2025	this security instrument	secures as Lesser (b) the neumons
of the debt evidenced by the Note, with intere	est, and attrements, extensions and modification	entries because and (c) the
of all other wants, with interest, advanced un	der paragraph i ar protect the security of this	Society instrument, and (1) me
performance of Borrower's covenants and a	agreements under the Socurity Instrument and	a the News. For this pulpasses
Borrower does hereby mortgage, grant and o	navey to Leader the following described proper	ty locality in
COOK	County, IP or us:	L COCCULTED
LOT IS IN BLOCK 3 IN TJ. GRADY'S 4	TH GREEN BRIAR ADDITION TO NORTH	1 EUGSWAIGH. AC TUE - # <b>M</b> ### □ :
BEING A SUDDIVISION OF THE WEST	1/2 OF THE EAST 1/2 OF WEST 1/2 ST	HE THIRD TO THE
NORTHEAST 1/4 OF SECTION 1, TOWN	NSHIP 40 NORTH, RANGE 13, EAST OF 31	**************************************
PRINCIPAL MERIDIAN, IN COOK COU	WIT, ILLIANS.	
P.I.N. \$13-61-218-614, VOL. 316		
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which has the address of	6115 NORTH WASHTENAW CHICA	GO
Theres 66655	("Property Address"):	<b>16.</b>

FLLINOIS-Stagle Family - Faunie Man/Freddie Mac UNIFORM INSTRUMENT GFS Form G000022 (SE12)

Form 3014 9/90 spage 1 of 7 pages)

TOGETHER WITH all the suprovements now or hereafter exected on fine property, and all ensements, appurtenances, and futures 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 so this Security Instrument as the "Property".

BORROWER COVENANTS that Burnmer is lawfully usined of the estate hereby conveyed and has the right to nurrigage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Burnmer 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 coverants for national use and non-uniform coverants with finited variations by jurisdiction to constitute a uniform recursity instrument covering real property.

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

- 1. Phyment of Principal and Interest; Prepayment and Late Charges. Burrower shall promptly pay when the the pracapal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for 'faxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrover shall pay to Lender on the day contibly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessment, which may attain priority over this Security Instrument as a beat on the Property; (b) yearly leadchold payments or ground remy on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (d) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrover to Lender, its accordance with the provincial of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender pay, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage form may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lower amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the leaver amount. Lender may estimate the amount of Funds due on the hasis of current data and reasonable estimates of expenditures of future Ecrow Items or otherwise in accordance with applicable law.

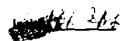
The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entry (including Lender, if Lender is such an institution) or it ary frederal Home Loan Bank. Lender shall apply the Funds to pay the Escriw Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrimanceurst, or verifying the Escriw Items, unless Lender pays Forrower interest on the Funds and applicable law permits. Lender to make such a charge. However, Lender may require biorizate to pay a one-time charge for an independent real estate tax 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 Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, Juriever, that interest shall be paid on the Funds. 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 we pledged as additional security for all mess secured by this Security Instrument.

If the Funds held by Lender exceed the amounts persisted 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 excess 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 class make up the deficiency is 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 refused in Lender any Funds held by Lender. If, under paragraph 21, Lender shall ocquire or sell the Property, Lender, price to the sequition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sale 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. Chargest Lieux. 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. 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 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) necures from the holder of the lien an agreement satisfactory in Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may altern priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall intuity the lien or take one or more of the actions set forth above within 10 days of the groing of notice.

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

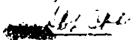
All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage cluste. Lender shall have the right to hold the policies and renewals. If Lender requires, Borniwer shall promptly give to Lender all receipts of paid prompts and renewal nutices. In the event of lose, Borniwer shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borniwer.

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

Unless Lender and Borrower otherwise agree is writing, any application of proceeds to principal shall not extend or prospone the due 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, a worner's right to any insurance policies and proceeds resulting from change to the Property power to the acquisition shall pass to Lei der to the extent of the chans accured by this Security insurances uninediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Long Application; Legseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal rendence within unity days after the execumon of this Security Instrument and shall continue to occupy the Property as decrower's principal rendence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing black consent shall not be intreasonably withheld, or tiglese extensioning circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or unput the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfesture action or proceeding, whether civil or criminal, is begun that in leavier's good faith sudgment could result to interfecture of the Property or observate materially amount the box created by this secretary Instrument or Lender's security interest. Borrower stary cure such a default and resonate, as provided in paragraph 11, by causing the action or proceeding to be dissipated with a ruling that, in Lender's gived fasts determination, procludes forfested of the Borrower's interest in the Property or other enternal impairment of the lien created by this Security Instrument of Leider's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially file or inaccurrie information or statements to Lender (or failed to provide Lender with any insternal information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Projectly as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provinced 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 mercer of withing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements continued 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 hardcroptcy, probate, for condemnation or forfesture or in enforce laws or regulations), these 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 ben which has proving over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering is; the Property to make repairs. Although Lender may take action under this payagraph 7, Lender does not have to do so.

Any amounts dishursed by Lender under this paragraph 7 shall become additional debt of Borrower accured by this



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Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of dishursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- Security Instrument, Borrower shall pay the premiuma required to maintain the merigage 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 merigage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance is not available, Borrower shall pay to Lender each mouth a sum equal to the yearty 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 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, usual the requirent for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable low.
- 9. Inspection. Let let 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 her of condemnation, are hereby assigned and shall be paid to Lender.

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 excurs paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immidiately 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 redered by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the toking, divided by (b) the fair market value of the Property instrumental taking of the Property in which the fair market value of the Property immediately before the taking is less than the smount of the sems secured immediately before the taking, unless Borrower and Lender observine agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by and Tecurity Instrument whether or not the sums are then than.

If the Property is abandoned by Borrower, or if, after notice by Lender to Corrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 36 day) 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 same secured by this Security Instrument, whether or not then due.

Unless Lender and Bornover offerwise agree in writing, any application of proceeds to proceeds the company shall not extend or postpose the date of the monthly payments referred to in paragraphs i and 2 or change the atomic of such payments.

- II. Borrower Not Released: Forbeavance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the stime secured by this Security Instrument granted by Lender to any naccusor is interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Conder 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 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 only to mortgage, grant and convey that Borrower's unerest 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.
  - 13. Luan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan



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charges, and that law is finally interpreted in that the interest or other loan charges collected or in he collected in counsetion with the loan exceed the permitted limits, then; (a) any such loan charge shall be reduced by the amount necessary inreduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Leader 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 sinder the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by antiing it by first class mail unless applicable law requires the 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
must be 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. Faverning Law; Severability. This Security instrument shall be governed by federal law and the law of the purishers in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicabilities, 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.

16. Borrower's Ceny. Borrower shall be given one conformed copy of the Note and of this Socurity Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrowelf all or any part of the Property or any interest in it is sold or transferred (or if a beneficial arterest 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 some secured by this Security Instrument. However, this option, wall not be exercised by Lender if exercise is prohibited by fideral law as of the date of this Security Instrument.

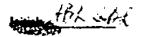
If Lender exercises this option, Lender its if pre Borrower notes of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is occurrence or mailed within which Borrower must pay all sums secured by this Security fostroment. If Borrower fails to pay these sums prior to the expiration of this period, Lender may stroke any remedies permitted by this Security Instrument without furner, antice or demand on Borrower.

18. Borrower's Right to Reinstate. If Gorrower meets crown conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Properly pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument, and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the best of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue suchanged. Upon resistatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if at a coeleration had occurred. However, this right to reinstate shall not apply in the case of sceeleration under paragraph 17

19. Sale of Note: Cleange of Loru Servicer. The Note or a partial interest in the Note trogether 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 ontity (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 carelated 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 shows 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 conce will also contain any other information required by applicable law.

29. Hazardous Substances. Borrower shall not cause or perent the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, deniand, lawstist 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



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promptly take all necessary remedial actions in accordance with Environmental Law.

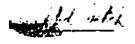
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As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerusene, other flammable or toxic petroleum products, histo periodes and herbeides, volatile solvents, materials containing ashesbis or formuldehyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's brench of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after exceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other default or acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its ordion 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 purvaing the remedies provided in this puragraph 21, including, but not limited to, reasonable attorneys' fees and costs of ritle evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Leader shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 23. Waiver of Homestead. Bo rewer 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.

instructed.	0/	
{Check applicable hox(es)}		F27
Adjustable Rate Rider	Concominum Rider	1-4 Family Rider
Graduated Payment Rider	Planned (In) Development Rider	Unweeldy Payment Rider
Balloon Rider	Rate Improvesaria Tider	Second Home Rider
Other(s) [specify]	9	
BY SIGNING BELOW, Borrower accep	ts and agrees in the terms and covertants contained	in this Security Instrument
and in any rider(s) executed by Borrower and re	corded with it.	
Witnesses:	+ Arch I	1998 (30)
	ANITA B. LAZO	-Borrower
	IRENEO B. LAZO BY	AN ITA LAZO BOTTOMET  WENEY IN FROT STATE
	<del></del>	-Borrowe
		-Borrowerry
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Proberty of Cook County Clark's Office

	an case for Action and ancies
STATE OF ILLINOIS,COOK	County ss:
hereby coracy that ANITA B. LAZO AND IRENEO B.	a Notary Public in and for said county and state, do  LAZO ****
	ame(s) swere subscribed to the foregoing instrument, appeared
before me this day in person, and acknowledged that he/shi	
free and voluntary act, for the uses and purposes therein set.  Given under my hard and official seal, this 31ST	day of OCTOSER, 1995
My Commission Fupres 6:17,98	The Germa CDb
This instrument was prepared by GN MORTGAGE CORPORATION 6700 FALLBROOK AVENUE SUITE 293 WEST HILLS, CALIFORNIA 91307	

\*\*\*ANITA B. LAZO, DIVORCED AND NOT STACE REM.RRIED AND IRENEO B. LAZO, A BACHELOR

9581685

Losa No. 2119303

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#### 1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 31ST day of OCTOBER, 1995	٠.
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 Hote to	
GN MORTGAGE CORPORATION, A WISCONSIN CORPORATION (the "Lend	ler*)
of the same dute and covering the Property described in the Security Instrument and located at:	
6115 NORTH WASHTENAW, CHICAGO, ILLINOIS 60639-	
(Person)	

1-4 FAMELY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender firther covenant and agree as follows:

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT in addron to the Property described in the Security Instrument the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or attended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing secting, cooking, efectively, gas, water, six and light, fire prevention and extinguishing apparatus, accurity and access control supparatus, plumbing, bath tube, water heaters, water closets, anks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awrings, storm windows, storm doors, accesses, blinds, shades, curtains, and curtain rods, attached autrors, 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 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 on the use of the Property or its zoring classification, unless Lender has a great in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governor and hody applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, florromer shall not allow any lsen inferior to the Security Instrument to be perfected against the Property without Lender's prior written perceission.
- D. RENT LOSS INSURANCE. Burrower shall maintain insurance against that 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 in deleted.
- 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 coverage and agree-ments set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all Jeroes 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 to 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. Borro absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

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If Lender gives notice of breach to Borrower: (i) all rests received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums sectored by the Security Instrument; (ii) Lender shall be enabled 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 agent upon Lender's written demand to the senant; (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 managemente costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the name secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents acqually received; and (vi) Lender shall be entitled to have a receiver appointed to take pomeanon of and manage the Property as security.

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If the Reus of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents may funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Sociated lustrament pursuant to Uniform Covernant 7.

Borrower represends and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that provide prevent Lender from exercising its rights under this purigraph.

Lender, or Lender's ages or a judiculty appointed receiver, shall not be required to enter upon, take control of or maintain the Property between a size giving nonce of default to Borrower. However, Lender, or Lender's agents or a judiculty appointed receiver, may do no so any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument at a point in full.

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

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

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#### AFFIDAVIT

GREATER ILLINOIS TITLE COMPANY

RE: YOUR FILE (AND TITLE COMMITMENT) NO. 1 188310

WITH REGARD TO THE EXERCISE OF THE POWER OF ATTORNEY TO EXECUTE THE need/converted/the/LANS DESCRIBED IN THE SUBJECT TITLE CONMITMENT. THE UNDERSIGNED DOES STATE AND AVER THAT THE POWER OF ATTORNEY WAS IN FULL FORCE AND EFFECT AT THE TIME OF EXECUTION THEREOF.

Subscribed and sworn before he DAY OF

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"BEFICIAL STAL"

SHELDANDA C. TATUM

Notary Public. State of Illinois

My Commission Expires 6/11/98

Property of Coot County Clert's Office

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