RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: OUALITY MORTGAGE USA, INC. DEPT-01 RECORDING \$39.50 T#0010 TRAN 3536 12/15/95 10:32:00 \$9993 + CJ \*-95-873149 TON STREET DEPT-10 FENSITY RECORDER CA 92714 95873149 on No.: P.WIL0141.Z 5062824 SPACE ABOVE THIS LINE FOR RECORDING DATA **MORTGAGE** NOTICE: THE ADJUSTABLE NATE NOTE SECURED BY THIS MORTGAGE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MONTHLY PAYMENT AMOUNT. THE ADJUSTABLE RATE NOTE ALSO LIMITS THE AMOUNT THAT THE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM INTEREST RATE THAT THE BORROWER MUST PAY. THIS MORTGAGE ("Security Instrument") is made on December 13, 1995 The mortgagor is RONALD SERANG WILSON a backerox ("Borrower"). QUALITY MORTGAGE USA, INC., a California corporation This Security Instrument is given to , as mortgagee, CYLIFORNIA which is organized and existing under the laws of the state of 16800 ASTON STREET, IRVINE, CA 92714 and whose address is ("Lender"). Borrower owes Lender the principal sum of Seventy Three Thousand Eight Hundred and NO 00ths

Dollars (U.S. \$ 73,800.00 ). This debt is evidenced by Borrower's note duted 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 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, win interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under narragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's su cossors and assigns County, lilinois: the following described property located in SEE ATTACHED EXHIBIT "C" HERETO AND MADE A PART HEREOF Matters Title Agency of Milnols, Inc. 246 E. Janata Blvd. Ste. 300 Lombard, IL 60148 which has the address of 153 EAST 110TH STREET, CHICAGO, IL 60628 ("Property Address");

ILLINOIS

Page 1 of 7

H.OMOR20 (Rev. 11/30/95)

Borrower Initials R.C.W

Part Contract

Property of Cook County Clerk's Office

Pations Title Agency of Hitmons, Inc. 2001

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.

THIS INSTRUMENT PREPARED BY: F. Waters and A. Cosme 16802 Aston Street Irvine, CA 92714

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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, it any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance piemicins, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan 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. \$2601 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 basis of current data and reasonable astimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an assistant whose deposits are insured by a federal agency, instrumentality or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow ltems 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 chargo fol ar 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, however, that interest shall be paid on the Funds. Lender shall give to Borrover, 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.

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 amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Porrower 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 Funda held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, price, 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 in the following order: first, to interest due; second, to principal due; third, to amounts payable under

paragraph 2; fourth, to prepayment charges due under the Note; and fifth, to any late charges due under the Note. 4. Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust of other security agreement with a lien which has priority over this Security Instrument, including Borrower's covenants to make payments when due. Any default by Borrower under any such montgage, deed of trust or other security agreement shall be a default under this Security Instrument and the Note. Borrower shall pay or cause to be paid all taxes, assessments and other charges fines and impositions attributable to the Property which may attain a 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, do rower 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 4. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 Lander 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.

ILLINOIS

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.

Page 2	of 7			iLQ	M0820 (Rev.	11/30/95)
Borrower	initiais	2	$\omega$ .			
		-{		 		

Unless Lender and Borrower otherwise agree in writing, any insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any such insurance proceeds, and then, at Lender's option, in such order and proportion as it may determine in its sole and absolute discretion, and regardless of any impairment of security or lack thereof; (i) to the sums secured by this Security Instrument, whether or not then due, and to such components thereof as a Lender may determine in its sole and absolute discretion; and/or (ii) to Borrower to pay the costs and expenses of necessary repairs or restoration of the Property to a condition satisfactory to Lender. 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, Lender may collect the insurance proceeds. Lender may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to repair or restore the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the

acquisition.

If Borrower obtains earthquake insurance, any other hazard insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as loss payee thereunder, and (ii) be subject

to the provisions of this paragraph 5.

6. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. 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 torfeiture action or proceeding, whether civil or criminal, is begun that in Lenger's good faith judgment could result in forfeiture of the Property of otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinciste, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment

of the lien created by this Security instrument or Lender's security interest.

Borrower shall, at Borrower's own expense, appear in and defend any action or proceeding purporting to affect the Property or any portion thereof or Borrower's title ne'etc, the validity or priority of the lien created by this Security Instrument, or the rights or powers of Lender with respect to this Security Instrument or the Property. All causes of action of Borrower, whether secrued before or after the date of this. Security Instrument, for damage or injury to the Property or any part thereof, or in connection with any transaction financed in whole or in part by the pinceeds of the Note or any other note secured by this Security Instrument by Lender, or in connection with or affecting the Property or an part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, it is noter's option, assigned to Lender, and the proceeds thereof shall be paid directly to Lender who, after deducting therefrom all its exponses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this. Security Instrument or to any deficiency under this. Security Instrument or may release any monies so received by it or any part thereof, as Lender may elect. Lender may, at its option, appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and any other instruments as from time to the may be necessary to effectuate the foregoing provisions and as Lender shall request

Borrower shall also be in default if, during the loan application process, Borrower, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any incierial information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrows to occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title

to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapsos or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mongage 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 ands in accordance with any written C agreement between Borrower and Lender or applicable law.

	မှ
Page 3 of 7	ILOM0820 (Rev. 11/30/95)
$Q_{-1,1}$	<b>Q</b>
Borrower Initials	

**ILLINOIS** 

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

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Lender may apply, use or release the condemnation proceeds in the same manner as provided in paragraph 5 hereof with respect to insurance proceeds.

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 change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver. 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.

12. Success its and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall or id 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 rehar Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the 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 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 Lorrower 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 purish prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by malling 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. 14.

be deemed to have been given to Borrower or Lender when given as provided in this paragraph. 14.

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.

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

17. Transfer of the Property or a Reneficial 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 the same 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.

However, this option shall not be exercised by Lender if exercise is prohibited by federal law 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 Borrower must be 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.

of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period at any linear prior to the earlier of: (a) 5 days (or such other period at any plicable 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 winch then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. The holder of the Note and this Security Instrument shall be deemed to be the Lander hereunder. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph

	₹
Page 4 of 7	ILQM0820 (Rev. 11/30/95
	, <u> </u>
Borrower Initials 4	<u></u>

ILLINOIS

Property of Cook County Clerk's Office

14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Borrower shall be solely responsible for, shall indemnify, defend and hold harmless Lender, its directors, officers, employees, attorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, causes of action, loss, damage, cost (including actual attorneys' fees and court costs and costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, abatement, containment, remedial or other required plan), expenses and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release, the ened release, discharge, disposal, abatement or presence of Hazardous Substances on, under or about the Property, (b) the transport to or from the Property of any Hazardous Substances, (c) the violation of any Hazardous Substances law, and (d) any Hazardous substances claims.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solver to in aterials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means fed (a) laws and laws of the jurisdiction where the Property is located that relate to health, safety or

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Latiument (but not prior to acceleration under paragraphs 17 or 39 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 tiate the notice is given to Borro ver, 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 surns secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recordation cores.

23. Waiver of Homestead. Borrower waives all right of in the stead exemption in the Property.

24. Request for Notices. Borrower requests that copies of the purices of default and sale be sent to Borrower's address

which is the Property Address.

25. Statement of Obligation Fee. Lender may collect a fee in an amount not to exceed the maximum amount, if any, as may from time to time be allowed by law for furnishing any statement of obligation or any other statement or demand regarding the condition of or balance owing under the Note or secured by this Security Instrument

26. Adjustable Interest Rate. The Note contains provisions which provide on ncreases and decreases in the interest rate and monthly payments. These provisions are incorporated herein by this reference.

- 27. Offsets. No indebtedness secured by this Security Instrument shall be deen at to have been offset or to be offset or compensated by all or part of any claim, cause of action, counterclaim or crossclaim, whether liquic and or unliquidated, which Borrower (or, subject to paragraph 17 of this Security Instrument, any successor to Borrower) now or herculter may have or may claim to have against Lender.
- 28. Misrepresentation and Nondisclosure. Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Note or notes which this Security Instrument secures. In the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender, at its option and without prior notice or demand, shall have the right to declare the indebtedness secured by this. Security Instrument, irrespective of the maturity date specified in the Note or notes secured by this. Security Instrument, immediately due and payable.

29. Time is of the Essence. Time is of the essence in the performance of each provision of this Security Instrument.

30. Waiver of Statute of Limitations. The pleading of the statute of limitations as a defanse to enforcement of this Security Instrument, or any and all obligations referred to herein or secured hereby, is hereby waived to the fullest extent permitted by law.

31. Modification. This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower

32. Captions. The captions and headings at the beginning of each paragraph of this Security Instrument are for the

convenience of reference only and will not be used in the interpretation of any provisions of this Security Instrument. 33. Construction of the Security Instrument. Borrower and Lender agree that this Security Instrument shall be interpreted in a fair, equal and neutral manner as to each of the parties.

		9 27
ILLINOIS	Page 5 of 7	ILOM0820 (Rev. 11/30/95).
	Borrower Initials (	

Property of Coot County Clert's Office

# からは (の) かって (を)

#### **UNOFFICIAL COPY**

34. Miscellaneous. Witen used in this Security Instrument, the terms "include" or "including" shall mean without limitation by reason of enumeration. In this Security Instrument, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

35. Reimbursement. To the extent permitted by applicable law, Borrower shall reimburse Lender for any and all costs, fees and expenses which Lender may incur, expend or sustain in the performance of any act required or permitted hereunder or by law or in equity or otherwise arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or this Security Instrument. To the extent permitted by applicable law, Borrower shall pay to Lender its fees in connection with Lender providing documents or servicus arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or this Security Instrument.

38. Clarical Error. In the event Lerider at any time discovers that the Note, any other note secured by this Security Instrument, this Security Instrument, or any other document or instrument executed in connection with this Security Instrument, the Note or any other note secured by this Security Instrument contains an error that was caused by a clerical mistake, calculation error, computer malfunction, printing error or similar error, Borrower agrees, upon notice from Lender, to re-execute any documents that are necessary to correct any such error(s). Borrower further agrees that Lender will not be liable to Borrower for any damages incurred by Borrower

that are directly or indirectly caused by any such error(s).

37. Les Stolen, Destroyed or Mutilisted Security Instrument and Other Documents. In the event of the loss, theft or destruction of the Note, any other note secured by this Security Instrument, this Security Instrument or any other documents or instruments executed in connection with this Security Instrument, the Note or any other note secured by this Security Instrument (collectively, the "Loan Documents"), upon Borrower's receipt of an indemnification executed in favor of Borrower by Lender, or, in the event of the mutiliation or any of the Loan Documents, upon Lender's surrender to Borrower of the mutiliated Loan Document, Borrower shall execute and deliver to Lender's a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed or mutiliated Loan Document, and may be treated for all purposes as the original copy of such Loan Document.

38. Assignment of Rents. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Borrower shall have the right to collect and relating the rents of the Property as they become due and payable provided Lender has not exercised its rights to require immediate payment in full of the sums secured by this Security Instrument and Borrower has not

abandoned the Property.

39. Legislation Affecting Lander's Ports. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument uninforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security in trument and may invoke any remedies permitted by paragraph 21 of this Security Instrument.

	Page 6 of 7	ILQM0820 (Rev. 11	/30/95
			Č
·	[ ] Condominium Rider [ ] Rider B	[X] 1-4 Familiy Rider [ ] Rider C	٥
le box(es)]			
2		agreements of this Security Instrument as if they were a part of this Security I  ble box(es)]  anned Unit Development Rider  [ ] Condominium Rider	anned Unit Development Rider [ ] Condominium Rider [x] 1-4 Family Rider

	UNOFFICIAL (	COPY
	BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverider(s) executed by Borrower and recorded with it.	anants contained in this Security Instrument and in any
9	Mitnesses: Material Mark	RONALD SUMMS WILSON BOSTOWER
		(SE)
		(SEA
	90x	(SEA
	<u>C</u>	(SEA
		(SEA Borrower
	· / / /	wledgment)
		Clorts Office
		Co

		95
ILLINOIS	Page 7 of 7	ILOM0820 (Rev. 11/30/95
	Borrower Initials 1.	<u> </u>

Property of County Clerk's Office

・マスなどとませる

STATE OF	ILLINOIS IN CORV
COUNTY OF	GFFICIAL COPY

		ic of the aforesaid State and Cou	nty, <i>DO 11</i>	EREBY CL	ERTIFY that;	
franci	7		(news)	· • · · · · · · · · · · · · · · · · · ·	footial A	
	•	son(s) whose names(s) is/are subscribe		-	••	,
· · ·		_ algoed and delivered the said instru		_iib	. Itee and voluntary act, for	rthe weer and
rurposes therein set forth, inch	_	l limited to the weiver of Homestead i	-	_		
GEALS	Olves u	nder my hand and official scal, this	: 57	day of	peember	19_95
<del></del>				,	Jaroeil	Celye
					-	RYPUBLIC
6		"OFFICIAL SEAL"	<b>{</b>	95	5-8470	

Property of Cook County Clerk's Office

UNOF AMILARIDER OP Application No.: 5062824

Assignment of Hents

THIS 1-4 FAMILY RIDER is made this 13th day of December, 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 ("Borrower") to secure Borrower's Note to QUALITY MORTGAGE USA, INC., a California corporation

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

("Lander")

#### 153 EAST 110TH STREET, CHICAGO, IL 60628 [Properly Address]

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

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature 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 appearatus, security and access control apparatus, plumbing, bath tubs, water heaters, water flot ets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument 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 grammental body applicable to the Property.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which

insurance is required by Covenant 5 of the Security Instrument.

D. ASSIGNMENT OF LEASES. Upc. 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 D, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

E. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the parts 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 (ind (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 Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property and pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law prevides 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 mainten ince costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Insurance; (v) Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and 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 Bornwar to Lender secured by the Security

Instrument pursuant to Covenant 7 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rrints 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 giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalid 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.

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

rees to the terms and pro	VISIONS CONTAINED IN THIS 1-4 I diviny rudes.	
(Seal)		(Seal
Borrower		Borrows
		101
		(Sea)
Borrower		Borrowe
	•	
(Seal)		(Seal)
Borrower		Borrower
	(Seal) Borrower  (Seal) Borrower  (Seal)	Borrower  (Seal)  Borrower  (Seal)

LOT 1 (EXCEPT THE EAST 53 FEET 10 INCHES THEREOF) THE WORTH 9 FERT OF LOT 3 (EXCEPT THE EAST 53 FEET 10 INCHES TREREOF) THE WEST 62 FEET OF THAT PART OF SAID LOT 2 LYING SOUTH OF THE NORTH 9 FEET THEREOF, AND THE WORTH 6 FEET 2 INCHES OF THE WEST 62 FEET OF LOT 3 IN VANDERSYDE AND TON'S SUBDIVISION OF THAT HART OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 3/ NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 3/ NORTHWEST 1/4 OF TOWNSHIP 3/ N

Pin# 25-15-323-039

"我在我的一定工作的"

Property of County Clerk's Office

95873149