

UNOFFICIAL COPY

Re recording to title office

3/21/99  
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PURSUANT TO THE NOTE.

\*TO BE FORGIVEN ON OCTOBER 1, 1999 IF NOT REPAID AT AN EARLIER DATE

ILLINOIS—Single Family—Fannie Mae/ Freddie Mac UNIFORM INSTRUMENT Form 3014 (MPO) (page 1 of 6 pages)

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.

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 seized 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.

ATTORNEYS TITLE GUARANTY FUND, INC

Illinois 60651 ("Property Address") Zip Code

Permanent Tax I.D. Number 16-02-302-040-0000 which has the address of 1106 N. Aveva Avenue (Street) 95092215 (City) Chicago

BOX 260

LOT THIRTY TWO (32) IN BLOCK TWO (2) IN THOMAS JR. DIVEN'S SUBDIVISION OF THE WEST ONE HALF (1/2) OF THE SOUTHWEST ONE QUARTER (1/4) OF THE SOUTHWEST ONE QUARTER (1/4) AND THE EAST ONE HALF (1/2) OF THE NORTHWEST ONE QUARTER (1/4) OF THE SOUTHWEST ONE QUARTER (1/4) OF SECTION TWO (2), TOWNSHIP THIRTY NINE (39) NORTH, RANGE TWENTY EIGHT (28) EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

Borrower owes Lender the principal sum of TWO THOUSAND AND 00/100 Dollars (U.S. \$ 2,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides with the full debt, secured by the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all interest sums, with interest, advanced under paragraph 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 the following described property located in Cook County, Illinois:

THIS MORTGAGE ("Security Instrument") is given on September 1, 1999. The mortgage is Dwyght Eason and Marchand Eason, His Wife ("Borrower"). This Security Instrument is given to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION ("Lender"), which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 79 West Monroe Street - Chicago, IL 60603.

04004355

ME

1999

MORTGAGE

Box 260

Stamp: BELL FEDERAL SAVINGS AND LOAN ASSOCIATION, CHICAGO, ILLINOIS 60603, BOX 112, HOME OFFICE, LOAN NO.

95092215

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Loan # 53000436-A

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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 boxes)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider      |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider           |
| <input type="checkbox"/> Other(s) [specify]      |   |  |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it

Witnesses:

x *Dwight Eason*

(Seal)  
Borrower

Dwight Eason

x *Marchand Eason*

(Seal)

Marchand Eason

Borrower

[Space Below This Line For Acknowledgment]

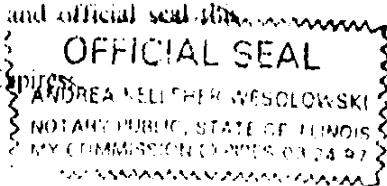
STATE OF ILLINOIS  
COUNTY OF COOK } ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that Dwight Eason and Marchand Eason, His Wife personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act and deed and that they executed said instrument for the purposes and uses therein set forth

Witness my hand and official seal this

1<sup>ST</sup> day of SEPTEMBER, 1997

My Commission Expires



*Andrea Nelli Ther Wesolowski* (Seal)  
Notary Public

This instrument was prepared by Michelle D. Thomas 79 W. Monroe Chicago, Illinois 60603

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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 [REDACTED]

2. [REDACTED] pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to 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 estimates of expenditures of future Escrow 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 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 Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in 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 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.

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

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

[REDACTED] paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note, second, to amounts payable under [REDACTED] due under the Note.

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. Borrower shall promptly furnish to Lender all notice 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) 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.

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ME 1/4

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1/18/81

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MAINTAINING ORDER

\*BY ON EITHER THE EXPIRATION OF 5 YEARS FROM THE DATE OF THE FIRST PAYMENT ON THE FIRST MORTGAGE OR THE REIMBURSEMENT OF THE LENDER'S COSTS OF ISSUING THIS SECURITY INSTRUMENT.

25. **Waiver of Homestead:** Borrower waives all right of homestead exemption in the Property. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. **Release:** Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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 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 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 foreclose this Security Instrument in full or all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument in full or all sums secured by this Security Instrument, but not limited to, reasonable attorneys' fees and costs of litigation. 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 litigation.

20. **Hazardous Substances:** Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. The lender will also contain any other matter required by applicable law. The note will state the name and address of the new Loan Servicer and the address to which payments should be made. The note will be given written notice of the change in accordance with paragraph 14 above and applicable law. Also there 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, the Loan Servicer that collects monthly payments due under the Note and this Security Instrument. There shall be no change in the entirety of 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. A sale may result in a change in the entirety of the Note or a partial interest in the Note (together with this Security Instrument) known as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There shall be no change in the entirety of the Note or a partial interest in the Note (together with this Security Instrument) known as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There shall be no change in the entirety of the Note or a partial interest in the Note (together with this Security Instrument) known as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument.

18. **Borrower's Right to Reinstate:** If Borrower meets certain conditions, Borrower shall have the right to have any remedies permitted by this Security Instrument without further notice or demand on Borrower.

If Lender exercises this option, Lender shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by 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.

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. A sale may result in a change in the entirety of the Note or a partial interest in the Note (together with this Security Instrument) known as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There shall be no change in the entirety of the Note or a partial interest in the Note (together with this Security Instrument) known as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There shall be no change in the entirety of the Note or a partial interest in the Note (together with this Security Instrument) known as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument.

17. **Acceleration:** 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 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 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 foreclose this Security Instrument in full or all sums secured by this Security Instrument, but not limited to, reasonable attorneys' fees and costs of litigation. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of litigation. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of litigation.

16. **Acceleration:** 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 16 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 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 foreclose this Security Instrument in full or all sums secured by this Security Instrument, but not limited to, reasonable attorneys' fees and costs of litigation. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 16, including, but not limited to, reasonable attorneys' fees and costs of litigation. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 16, including, but not limited to, reasonable attorneys' fees and costs of litigation.

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**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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property 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 unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is 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 Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 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.

**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 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.

**14. Notices.** Any notice to Borrower 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.

**16. 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

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 sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender 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 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 2 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application:** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not unreasonably withhold, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, 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 also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's 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 perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding, or there is a significant 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 lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's 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.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this 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 lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases 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.

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If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument, (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any 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 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.

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

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

*[Signature]* ..... (Seal)  
 DWIGHT EASON ..... Borrower

*[Signature]* ..... (Seal)  
 MARCHAND EASON ..... Borrower

DEPT-01 RECORDING \$35.00  
 7-1111 TRAM 7176 11/30/94 11:09:00  
 1480 # CG # -04-004355  
 COOK COUNTY RECORDER

0400-0355

BOHEMIA, ILLINOIS AND  
 ILLINOIS  
 COUNTY CLERK  
 11/30/94  
 53000435

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only  
Lender's agent. (This assignment of Rents constitutes an absolute assignment and not an assignment for additional security  
the Security Instrument and (ii) Lender has given notice to the tenant that the Rents are to be paid to Lender or  
Borrower shall receive the Rents until (a) Lender has given Borrower notice of default pursuant to paragraph 21 of  
the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However,  
regardless of to whom the Rents of the Property are payable, Borrower authorizes Lender or Lender's agents to collect  
absolutely and unconditionally assigns and transfers to Lender all the rent and revenues ("Rents") of the Property,  
II. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower

in this paragraph (c), the word "have" shall mean "sublease" if the Security Instrument is on a leasehold  
right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used  
and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the  
C. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property  
agreements set forth in Uniform Covenant B shall remain in effect.

E. BORROWER'S OBTAINANCE OF TITLE INSURANCE. Lender and Borrower otherwise agree in writing, the first sentence  
in Uniform Covenant B concerning Borrower's obligation to obtain title insurance shall remain in effect.  
F. BORROWER'S RIGHT TO REINSTATE. DELETED. Uniform Covenant B is deleted

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards  
for which insurance is required by Uniform Covenant B.

C. SUBORDINATE LEASES. Except as permitted by Federal Law, Borrower shall not allow any tenancy in part or in whole  
the Security Instrument to be perfected against the Property without Lender's prior written permission.  
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, and 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.

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 apparatus, security and access control apparatus, plumbing, bath tubs, water heaters,  
water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows,  
storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor  
coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall  
be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together  
with the Property described in the Security Instrument or the leasehold estate if the Security Instrument is on a leasehold)  
are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

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

1106 N. AVERS AVENUE  
CHICAGO, ILLINOIS 60651  
[Property Address]  
THIS 1-4 FAMILY RIDER is made this 1ST day of SEPTEMBER, 19 94,  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed  
(the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to  
BELL FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:

## 1-4 FAMILY RIDER Assignment of Rents

65032015

00001355



# UNOFFICIAL COPY

Borrower: **Dwight Eason**  
**Marchand Eason**

Lender: **BELL FEDERAL SAVINGS AND LOAN ASSOCIATION**  
**79 WEST MONROE STREET**  
**CHICAGO, ILLINOIS 60603**

Loan Number: **530000436-A**

Principal Amount: **\$2,000.00**

Date of Loan Disbursement: **SEPTEMBER 1, 1994**

PROMISE TO PAY. I promise to pay BELL FEDERAL SAVINGS & LOAN ASSOCIATION ("Lender"), or order, in lawful money of the United States of America, the principal amount of TWO THOUSAND AND 00/100 Dollars, (\$ 2,000.00), pursuant to the Promissory Note Rider.

DEFAULT. I will be in default if any of the following happens: (a) I break any promise I have made to lender, or I fail to perform promptly at the time and strictly in the manner provided in this Note or in any other agreement or loan I have with Lender. (b) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect. (c) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. (d) Any creditor tries to take any of my property or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts, including deposit accounts, with Lender. (e) Any of the events described in this default section occurs with respect to any guarantor of this Note. (f) Lender in good faith deems itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note immediately due, without notice, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorney's fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. This Note has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Cook County, the State of Illinois. This Note shall be governed by and construed in accordance with the laws of the State of Illinois and The United States of America.

COLLATERAL. This Note is secured by a Mortgage dated **SEPTEMBER 1, 1994**, to Lender on real property located in **Cook** County, State of Illinois, all the terms and conditions of which are hereby incorporated and made a part of this Note.

ADDITIONAL PROVISIONS. The mortgage is on property located at **1106 N. Avers Avenue Chicago, Illinois 60601**

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew, extend (repeatedly and for any length of time) or modify this loan, or release any party or guarantor; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWER:

*Dwight Eason*  
Dwight Eason

*Marchand Eason*  
Marchand Eason

9-1-94  
Date Signed

9-1-94  
Date Signed

95092215

UNOFFICIAL COPY

Property of Cook County Clerk's Office

95092215

PROMISSORY NOTE RIDER  
**UNOFFICIAL COPY**

THIS PROMISSORY NOTE RIDER ("Rider") is made this 1ST day of SEPTEMBER, 19 94, and is incorporated into and shall be deemed to amend and supplement a Note in the amount of \$ 2,000.00 dated an even date herewith, executed by the Undersigned ("Borrower") to BELL FEDERAL SAVINGS & LOAN ASSOCIATION ("Lender") secured by a Mortgage or Deed of Trust dated an even date herewith.

In addition to the agreements and provisions made in said Note, Borrower and Lender further agree as follows: This forgivable loan is originated pursuant to the Illinois League of Savings Institutions' Affordable Housing Program ("Program"). The Borrower has received subsidy funds under the Program in the amount of \$ 2,000.00 which will be a second mortgage on the subject property according to the conditions set forth in the Affordable Housing Program application dated 10-15-93. The Borrower hereby acknowledges receipt of such subsidy funds in the form of this forgivable loan.

The Borrower and Lender agree that each year 20 percent of the subsidy funds will be forgiven. Upon completion of a 5 year term, no amounts will remain due. In the event that the property financed pursuant to the Program is not or ceases to be used for the purpose(s) approved by the Federal Home Loan Bank of Chicago and the Federal Housing Finance Board, the Borrower shall refund the subsidy funds as follows: Twenty percent of the total subsidy received by Borrower shall be forgiven for each year that the Borrower maintains the property as their principal residence. Lender will consider the anniversary of the date on which the first payment is made by the Borrower on the first mortgage loan advanced by the Lender to finance the subject property ("First Mortgage Initial Loan Payment Date") in forgiving and/or prorating the subsidy. No credit will be given for partial years of ownership or residency. Borrower agrees to provide the Lender all and any information that Lender, the Federal Home Loan Bank or the Illinois League of Savings Institutions, deems to be necessary to provide evidence of continued compliance with the program.

The Borrower and Lender further agree that if the property financed pursuant to the Program is sold within five (5) years of the Borrower's First Mortgage Initial Loan Payment Date any gain on sale will be applied as repayment of any unused subsidy funds as follows: 20 percent of the total for each year remaining on the 5 year term from the date of Borrowers First Mortgage Initial Loan Payment. No credit will be given for partial years of ownership or residency. The amount of subsidy to be repaid shall not exceed the gain on sale.

Gain on sale is defined as the cash to you as Seller of the property, after paying standard seller closing costs, less your initial investment (earnest money and cash required from you as borrower) when you purchased the property. Gain on sale will be computed by Lender based upon its review of the appropriate H.U.D. Settlement Statements for the purchase and sale of the mortgaged property.

All subsidies can be recovered if a property is sold for less than fair market price in a less than arms length transaction.

Reimbursement of said subsidy funds shall be made directly to BELL FEDERAL SAVINGS & LOAN ASSOCIATION 79 WEST MONROE STREET, CHICAGO, IL 60602.  
(Name of Institution) (Street Address) (City/State/Zip)

The Borrower and Lender further agree that in the event subsidy funds are not repaid in accordance with the provisions set forth above, Lender may commence legal action to collect such funds in accordance with the terms of this Agreement and Borrower may be liable for any court costs in addition to any sums incurred in collection of this amount.

This Promissory Note Rider shall expire on OCTOBER 1, 19 99, unless the terms of this Agreement require repayment at an earlier date.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note Rider.

X Dwight Eason  
Borrower Dwight Eason

9-1-94  
Date

X Marchand Eason  
Co-Borrower Marchand Eason

9-1-94  
Date

95092215

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Property of Cook County Clerk's Office

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