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cert
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AFTER RECORDING MAIL TO:

LINCOLN PARK SAVINGS BANK
1946 West Irving Park Road
Chicago, Illinois 60613

DEPT-01 RECORDING \$43.00
T#0012 TRAN 0860 06/06/96 08:45:00
\$3384 + CG *-96-430638
COOK COUNTY RECORDER

AP# MORGAN - WIN
LN# 7627-6

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 3, 1996. The mortgagor is Jerome P. Morgan and E. Madeline Morgan, His Wife

(*Borrower"). This Security Instrument is given to Lincoln Park Savings Bank, which is organized and existing under the laws of the State of Illinois, and whose address is 1946 West Irving Park Road, Chicago, IL 60613 ("Lender"). Borrower owes Lender the principal sum of Two Hundred Twenty Four Thousand Nine Hundred Dollars and no/100 Dollars (U.S. \$ 224,900.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2026. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's 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:

THE SOUTH 4.14 FEET OF LOT 5 AND THE NORTH 20.86 FEET OF LOT 8 IN BLOCK 5 IN L. W. STONE'S SUBDIVISION OF THE EAST 20 ACRES OF THE NORTH 30 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. 20-03-307-016-0000

which has the address of 4416 South Michigan Avenue , Chicago
Illinois 60653 [STREET] [CITY]
[ZIP CODE] ("Property Address");

BOX 332.CTI

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FORM 3014 9/90

ANSI/CMDT1/0894/01(4999)-L

If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leader exceeds Funds held by Borrower shall make up the deficiency in do more than twelve monthly payments, Leader shall pay to Borrower the amount necessary to pay off the deficiency. Borrower shall make up the deficiency in do more than twelve monthly payments, if Leader's sole discretion.

7. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Leader, Burrower will pay to Leader on the day immediately preceding payment due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments as which may affect this Security interest; (b) yearly hazard or property insurance premiums; (c) yearly leasehold premiums, if any; (d) yearly mortgage insurance premiums; (e) any sums payable by Borrower to Leader, in accordance with the provisions of paragraph 6, in lieu of the payment of mortgage insurance premiums. These items are called "Taxes and Insurance". Leader may, at any time, collect said hold Funds in an amount not to exceed the maximum amount a leader for, if generally collected promptly after loan may require for Borrower's 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 and a lesser amount, if so.

8. Expenditure of Future Earnings or other writings recorded in accordance with applicable law. Leader may estimate the amount of Funds due in the basis of current data and reasonable estimates of U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds and a lesser amount, if so.

1. The principal of the Note and interest on the debt evidenced by the Note and any prepayment and late
2. Expenses of collection, including attorney's fees, if any, and costs of suit.

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

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, and furniture now or hereafter a part of the property. All repudiations and disclaimers 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

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6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether 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 that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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 lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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.

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FORM 3414 9/90

ILCS/CDPTU/0194/301(4099)-L PAGE 3 OF 8
ILLINOIS-SINGLE FAMILY-FINMA/THLMC SECURITY INSTRUMENT

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of clause 10 under Lender to the extent of the sums secured by this Security Instrument; immediately prior to the sale of insurance policies and proceeds resulting from damage to the Property prior to the acquisition by Lender, Borrower's right to the amount of the payments, if under paragraph 21 the property is acquired by Lender, Borrower's right to the period will begin when the notice is given.

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

Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if mortgage clause. Lender shall have the right to hold the policies and renewal notices. If Lender requires, Borrower All insurance policies and renewals shall be acceptable to Lender and shall include a standard not made promptly by Borrower.

All insurance coverage to protect Lender's rights in the Property in accordance with paragraph 7. Lender's insurance shall be combinable with Borrower's insurance to maintain coverage above, Lender may, at Lender's discretion, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. If Borrower is liable, Lender may give prompt notice of paid premiums and renewal notices. In the event of loss, Borrower shall be liable for the amounts and for the periods that Lender requires. The insurance carrier shall be liable for the amounts and for the periods that Lender requires. This insurance and any other hazards, including floods or floods, for which Lender requires insurance. This insurance covered on the property insured against loss by fire, hazards included within the term "extended coverage".

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter the line or take one or more of the actions set forth above within 10 days of the giving of notice. over this Security Instrument, Lender may give Borrower a notice identifying the line. Borrower shall satisfy Lender's deductible, that any part of the Property is subject to a lien which may attach priority instrument. If Lender deducts any part of the Property from the holder of the instrument paying the debt to the holder of the instrument, Lender may terminate the instrument paying the debt to the Lender or (c) secures proceedings which in the Lender's opinion creates a preference of the line in, legal to Lender, (d) collects, in good faith the line by, or demands against enforcement of the line in, legal to Lender; (e) agrees to writing to the payment of the obligation secured by the line in a manner acceptable Borrower: (a) agrees to writing to the payment of the obligation secured by the line in a manner acceptable to Lender; (b) agrees to writing to the payment of the obligation secured by the line in a manner acceptable to Lender; (c) agrees to writing to the payment of the obligation secured by the line in a manner acceptable to Lender.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment. shall furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes such payment in this manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall not pay in this manner, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if as provided herein, if any, Borrower shall pay the amount of the instrument provided by the instrument, and lessee paid payments attributable to this Property until paid in full, and lessee paid payments received by Lender under paragraph 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by 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.

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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 person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which 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.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which 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. 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 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

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13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and such law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceeds 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 sum already collected from Borrower which exceeded permitted limits will be refunded to Borrower.

Leader may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12. Successors and Assignees Bound; Joint and Several Liability (v) Co-Signers. The conventions 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 coverunt and assignments shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (e) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the real 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, re-finance or make any accommodations with regard to the terms of this Security Instrument.

11. Borrower Not Released; Rubberband Not a Waiver. Breach or failure of the time for payment or modification of amortization of the security accorded by the Security Instrument shall operate to release the liability of the original Borrower to all successors in interest. Lender shall not be required to commence proceedings against any Borrower's successors in interest. Any forfeiture by Lender in exercising any right or remedy shall not be a waiver of successions in interest. Any forfeiture by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award for damages, Borrower fails to respond to Lender within 30 days either to restore or repair, or to the sums secured by this Security Instrument, whether or not there are

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 Property paid to Borrower and Lender and the sum so reduced by the Security Instrument shall be reduced by the amount of the proceeds multiplied by the ratio of the amount of the Property paid to Borrower and Lender under this instrument to the amount of the Property paid to Borrower and Lender under this instrument which is less than the amount of the Property paid to Borrower and Lender under this instrument.

10. **Academy Union.** The proceeds of my award or claim for damages, under or otherwise, in connection with any academy or other taking of any part of the Property, or for conveyance in lieu of conveyance, are hereby assigned and shall be paid to Lender.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Jerome P. Morgan
Jerome P. Morgan

(SEAL)
-BORROWER

E. Madeline Morgan
E. Madeline Morgan

(SEAL)
-BORROWER

(SEAL)
-BORROWER

(SEAL)
-BORROWER

[Space Below This Line For Acknowledgment]

STATE OF

County ss:

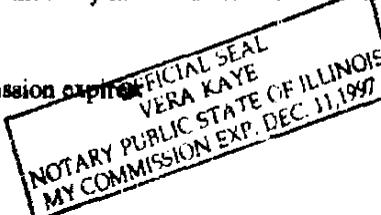
I, *Jerome P. Morgan and E. Madeline Morgan*, a Notary Public in and for said county and state do hereby certify that

personally known to me to be the same person(s) whose name(s) *subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.*

Given under my hand and official seal, this

2d day of *July*, 1996.

My commission expires



Notary Public

This instrument was prepared by: **Cynthia Thys**
Address: **1946 West Irving Park Road**
Chicago, Illinois 60613

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<input checked="" type="checkbox"/> Adjustable Rail Rider	<input type="checkbox"/> Condorium Rider	<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Grandparent Rider	<input type="checkbox"/> Plumed Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Blagoon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) [Specify]
---	--	---	--	--	---	--	---	--	---

- 2A. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the convenants and agreements of such rider shall be incorporated into and shall amend and supplement this covenantal and the agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

23. Water of Humbleld. Borrower waives all right of habeas corpus and exemption in the Property.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release title Security interest without charge to Borrower. Borrower shall pay any recordation costs.

21. **Acceleration:** Remedies, Lender shall give notice to Borrower prior to acceleration following Breach of any covenant or agreement under paragraph 17 unless applicable law provides otherwise. The notice shall specify: (a) the nature; (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 loans. Secured by the Security Interest, remedies by judicial proceeding and sale of the Property. The trustee shall further have the right to accelerate all its acceleration and the right to assert in the foreclosure proceeding the non existence of a default or any other defense of Borrower to accelerate and foreclose. (e) In the event it has cured or before the date specified in the notice, acceleration or any other defense of Borrower to accelerate and foreclose.

22. **Remedies:** Lender shall provide for reasonable attorney fees and costs of 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 attorney fees and costs of litigation, without further demand and may foreclose this Security Instrument by judicial proceeding 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 in the manner provided in paragraph 21.

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

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, benzene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental agency or party involving the Property and any transaction by any governmental agency or party involving the Property and any transaction of Borrower which Borrower believes may affect the Property.

Subsequently that are generally recognized to be appropriate to normal residential use and to eliminate

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LOAN NO. 7627-6

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 3rd day of June, 1996, 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 Lincoln Park Savings Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4416 South Michigan Avenue, Chicago, IL 60653

(Property 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 apparatus, security and access control apparatus, plumbing, bathtubs, 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, paneling 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."

B. USE OF PROPERTY; COMPLIANCE WITH LAW Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

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

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

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

I. CROSS-DEFINITION PROVISION. Borrower's default or breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

and will not permit any act that would prevent Lender from exercising its rights under this paragraph;

Lender, or Lender's assigns or a judicially appointed receiver, shall not be required to enter upon, take control of or manage the property, except after giving notice of default to Borrower. However, Lender, or Lender's assigns or a judicially appointed receiver, may do so if any time when a default occurs. Any application of funds shall not cure or waive any default or remedy of Lender. This assignment of Rights of Lender shall not affect the security interests held by the Surety instrument are paid in full.

If the Remas of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Remas by Lands Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security instrument pursuant to Uniform Coverage Act.

law provides otherwise, all Rents collected by Lender's agents shall be applied first to the costs of curing control of and managing the Property and collecting the Rent, including, but not limited to, attorney's fees, receiver's fees, premium on receiver's bonds, legal expenses, maintenance costs, and losses, 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 and manage the Property and collect the Rent and profits.

If Lender gives notice of breach to Borrower: (i) all Rights received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sum secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rights of the Proprietor; (iii) Borrower agrees that each tenant of the Property shall pay all Rent due and unpaid to Lender or Lender's agent upon Lender's written demand to the tenant; (iv) unless applicable

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LOAN NO. 7627-6

ADJUSTABLE RATE RIDER (5 Year Treasury Index--Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 3rd day of June, 1996, 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 Adjustable Rate Note (the "Note") to Lincoln Park Savings Bank

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4416 South Michigan Avenue, Chicago, IL 60653
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.375%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of July, 2001, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and One / Half percentage points (2.500%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.3% for less than 8.375%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 14.3% or less than 8.375%.

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U.S. GOVERNMENT

BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

If Lender exercises the option to require immediate payment in full, 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 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 further notice of demand on Borrower.

To the extent permitted by applicable law, Leader may charge a reasonable fee as a condition to Leader's consent to this loan repayment. Leader may also require the transferee to sign an assumption agreement that is consistent with Note and this Security Instrument.

If a transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the
Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or
transferred) and Borrower is not a natural person) without Lender's prior written consent, Lender
may, at its option, require immediate payment in full of all sums secured by this Security
Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by
federal law as of the date of this Security Instrument. Lender also shall not exercise this option
if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the
usefulness of this instrument; (b) a new loan were being made to the trustee; and (c) Lender

Cover sheet 17 of the Security Instrument is as amended to read as follows:

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of monthly payment before the effective date of any change. The notice will include information required by law to be given me and also, the title and telephone number of a person who will answer my question I may have.

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my new interest rate will become effective again.

(e) Effective Date of Change