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DEPT-01 RECORDING

T40012 TRAN 3060 11/13/96 13:01:00

137.00

Loan No. 2233229 Institutions Prepared by:

Record & Return to

GN MORTGAGE

P.O.BOX 23929

GN MORTGAGE CORPORATION

MILIVAUKEE, MI 33223-0929

ATTN: DOCUMENT CONTROL DEPARTMENT

9 Leceson3 / Kahane

which has the address of

Illinois 60618-

("Proporty Address");

(Special)

ILL/INOIS- Single Family - Funnie Mac/Freddle Mac UNIFORM INSTRUMENT GFS Form G000022 (5E12)

bage 1 of 7 pages)

46327 + CG #-96-866493 COOK COUNTY RECORDER which is organized and existing ___, and whose address is __ ("Londer"). Office

--- [Space Above This Line For Recording Data] MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 21, 1996 The mortgagor is FORTUNADO MEDINA AND MARIA I. MEDINA, HUSBAND AND WIFE, ("Borrower"). This Security Instrument is given to GN MORTGAGE CORPO'S TION, A WISCONSIN CORPORATION under the laws of WISCONSI's 6700 FALLBROOK AVENUE SUITE 293, WEST HILLS, CALIFORNIA 91307 Storrower owes Lender the principal sum of One Hundred Seventy Three Thousand Fire Hundred and 90/100 Dotlars (U.S. \$ 173,500,00). This debt is evidenced by Borrowor's note dated the same date as this Security Instrument ("Note"), which provides for morthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lendor: (a) the repayment NOVEMBER 1, 2026 of the debt evidenced by the Note, with interest, and all conewals, extensions and modifications of the Note; (h) the payment of all other sums, with interest, advanced under paragraph 20 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 ___ County , Il inois: LOT 16 IN BLOCK 5 IN C. T. YERKE'S SUBDIVISION OF BLOCK'S 31, 34, 35, 36, 41, 42, 43 AND 44 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NOWTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 TREREOF) IN COOK COUNTY, ILLINOIS. PIN #14-19-311-016-0000

BOX 333-CTI

Proberty of Cook County Clerk's Office

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".

• BERROWER COVENANTS that Horrower 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 SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Londer 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 Londor, Horrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funda") for: (a) yearly taxes and assessmented drich may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rates on the Property, if any: (c) yearly hazard or property insurance promiums; (d) yearly flood insurance premiums, if any: (e) yearly hazard or property insurance promiums; (d) yearly flood insurance premiums, if any: (e) yearly hazard or property insurance promiums; (d) yearly flood insurance premiums, if any: (e) yearly hazard or property insurance promiums; (f) yearly flood 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 tender for a federally related mort; are loss may require for Borrower's excrow account under the federal Real Estate Settlement Procedures Act of 1972 to amended from time to time, if U.S.C. Section 2001 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. Letaker may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Es row 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 loiding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays B grover interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require corrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this very 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 amounts permitted to be held by applicable law. Lender shall account to Borrowet for the excess Funds in accordance with the requirements of applicable law. If the abount 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 Forrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the requisition 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 Londer under paragraphs i and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 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 thom on time directly to the person owed payment. Borrower shall promptly furnish to Londer all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Londer receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

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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, logal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (e) 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, Londer may give Borrower a notice identifying the lien. Horrower 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. Horrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renowals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renowals. If Lender requires, Borrower shall promptly give to Lander all receipts of paid promblems and renowal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Londer. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Torrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if for restoration or repair is economically feasible and Lender's security is not lossened. If the restoration or repair is not economically feasible or Lender's security would be lossened, 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 therefore abandons the Property, or sees not answer within 30 days a notice from Lender that the insurance carrier has oftened to settle a claim, then Lender may collect the insurance proceeds. Londer 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 is writing, any application of proceeds to principal shall not extend or presipone the due date of the monthly payments referred to a garagraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, in trover's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to tem ler 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; Launeholds. Burrower 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 an agreement'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 externating circumstances exist which are beyond Borrower's cont of. 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 forfaiture action or proceeding, whether civil or criminal, is begun that in Leater's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lieu created by this see city Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by esuaing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Horrower's interest in the Property or other material impairment of the lien created by this Security Instrument of Leculer's accurity interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially tribe or insocurate information or statements to Lender (or failed to provide Lender with any material information) in connector, with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Projecty as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If fiorrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Londer 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 onforce 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 dobt of Borrower secured by this

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Security Instrument. Unless Borrower and Lender agree to other terms of psymont, 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 tapases or coases 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 insurance approved by Lender. If substantially equivalent mortgage insurance is not available, Borrower shall pay to Lender each month a sum equal to 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 lien 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 Londer 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 Horrower notice at 'a e 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 at 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 aums accured 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 aums secured by this Security Instrument immediately before the taking, unless Borrower and Londer 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 he 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, unless Borrower and Lender, sherwise 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 it, after notice by Londer 1. for rower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Londer within 10 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 some 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 attents of such payments.

- 11. Berrower Not Keleased; Forbearance By Lender Not a Waiver. Extension of the same for payment or modification of amortization of the same secured by this Security Instrument granted by Lender to any successor in interest of Borrower's successors in interest Conder shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Londer 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 Boundt Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall hind and benefit the successors and assigns of Lorder 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. Logn Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

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charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in consection 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 Londer. Any notice to Londer shall be given by first class mail to Londer's address stated herein or any other address Londer designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Londer 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 a, w, 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 Croy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Pings rty or a Beneficial Interest in Borrowell all or any part of the Property or any interest in it is sold or transferred (or if a beneficial observed 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 celive ed 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, Londer may invoke any remedies permitted by this Security Instrument without furth, notice or demand on Borrower.

- 18. Borcover'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 Propercy 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) name all expenses incurred in suffercing 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 list of this Security Instrument, Lender's rights in die Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon relationment by Borrower, this Security Instrument and the obligations secured hereby shall remain fully offective as if no receleration 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 (agether 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 me name and address of the now Loan Servicer and the address to which payments should be under 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.

Horrower shall promptly give Lender written notice of any investigation, claim, demand, lawant 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. Horrower shall

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volstile 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.

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

- 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 has provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 40 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that fullure 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 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 limked to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon jayment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, Lender shall release this Security Instrument, but only if the fee is rold of a third party for services rendered and the charging of the fee is permitted under applicable law.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]					
Adjustable Rate Rider	Con	kominuta Rider	X	1-4 Family Rid	¢ľ
Graduated Payment Rides	Pian.	ned Unit Development Rider		Riweekly Paym	ient Rider
Bulloon Rider	Rate	Improvement River		Second Home I	dider
Other(s) [specify]					
BY SIGNING BELOW, Borrower accep	ts and agrees to	the terms and covenants or o	ined in this Se	curity instrumen	ıt
and in any rider(s) executed by Borrower and re	corded with it.	C	/		
Witnesses:		- Fortuga	lo Ma	relina	(Seal)
		FORTUNADO MEDIN	iA .	Sc.	-Barrower
		Meria	Miche	C	(Scal)
		MARÍA I. MEDINA	7	C	-Borrower
					(Seal)
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STATE OF ILLINOIS,COOK	County ser			
1 Jacks A. Kest	·			
	A AND MARIA I, MEDINA on(a) whose name(a) is/are subscribed to the foregoing instrument, appeared			
	ed that he/she/they signed and delivered the said instrument as their			
ee and voluntary act, for the uses and purpo				
iven under my hand and official scat, this	28TH day of OCTOBER, 1996			
y Commission expires:	Morey Malic			
nis instrument was prepared by:	Mary and the second			
N MORTGAGE CORPORATION	K STAL			
700 FALLBROOK AVENUE SUITE 293 TEST HILLS, CALIFORNIA 91307	KONNE O SCHOOL BELLEVE			
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Loan No. 2233229

UNOFFICIAL COPY

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 28TH day of OCTOBER, 1996	
and is incorporated into and shall be deemed to amend and supplement the Mortgago, Deed of Trust or Security Deed (the	
"S curity Instrument") of the same date given by the undersigned (the "Borrower") to seeme Borrower's Note to	
GN MORTGAGE CORPORATION, A WISCONSIN CORPORATION (the *1	Lender*)
of the same date and covering the Property described in the Security Instrument and located at:	
3421 N BELL, CHICAGO, ILLINOIS 60618-	
i Proveny Addresel	

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Biorrower and Lender facility opvenant and agree as follows:
- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENTIA 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 a sting, cooling, electricity, gas, water, sir and light, fire prevention and extinguishing apparatus, security and access control ageoratus, plumbing, bath tubs, water heaters, water closests, makes, ranges, stoves, refrigerators, dishwashers, dispusals, washers, dryers, awnings, storm windows, storm thours, screens, blinds, shades, curtains, and curtain rods, attached currents, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including leglacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument is on a leasehold) are referred to in this 1-4 family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Horrower 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 governments body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borr wer 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. Horrower shall maintain insurance again a 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 coleted.
- F. BORROWER'S OCCUPANCY. Unless Londor and Borrower otherwise agree in virting, the first sontence in Uniform Covenant to concerning Borrower's occupancy of the Property is deleted. All remaining coverage and agreements set forth in Uniform Covenant to shall remain in offect.
- G. ASSIGNMENT OF LEASES. Upon Londer's request, Borrower shall masign to Londer all Londs of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Londer shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Londer's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- II. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the routs and revenues ("Routs") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Londer'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 Lunder's agent. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

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If Lender gives notice of breach to Borrower: (i) all rects 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 agent 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, Lander'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 Coverant 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 Londor from exercising its rights under this paragraph.

Lender, or Lender's ay into 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 florrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so is any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right is 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 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.

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

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(Seai)

FORTUNAFA MEDINA BORNONS

MARIA I. MEDINA (Seal)

ROTANAFA (Seal)

(Seal)

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