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Prepared by NORTH AMERICAN MORTGAGE COMPANY

BOX 808031

PETALUMA CALIFORNIA 94975-8031

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MORTGAGE

. The mortgagor is

IIIIS MORIGAGE ("Security hist aiment") is given on NOVEMBER 18, 1996 RAMON PAGAN AND, MARINA MORALES, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to NORTH AMERICAN MORTGAGE COMPANY

which is organized and existing under the laws of DELAWARE

, and whose

3883 AIRWAY DRIVE, SANTA ROSA, CA

("Lerder"). Borrower owes Lender the principal sum of

FORTY TWO THOUSAND SEVEN HUNDRED FIFTY AND 00/100

). This debt is evidenced by Borrower groute dated the same date as this Security 42,750.00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lenuer. (a) the repayment of the debt DECEMBER 01, 2026 evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sum; 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, horrower does hereby mortgage, grant and convey to Lender the following describer property located in County, Illinois: COOK

LOT 23 IN BLOCK 3 IN THOMAS J. DIVEN'S SUBDIVISION OF BLOCKS 7, 8 9 10 AND 11 IN SEYMOUR'S ESTATE SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THOMAS DIVERT'S SUBDIVISION RECORDED SEPTEMBER 23, 1887 AS DOCUMENT NUMBER 875199, IN COOK COUNTY, ILLINOIS SEE RIDER(S) HERETO ATTACHED AND EXPRESSLY MADE A PART HEREOF.

(Street, City),

which has the address of 3944 WEST DIVISION, CHICAGO

Hinore 50651 (Zan Code: ("Property Address");

ILLINOIS-Single Family FNMA/FHLMC UNIFORM Indians Prom 3014 6HILL arg.

VMP MORTGAGE FORMS + (800)521 7291





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. 100HHPR WITH all the improvements now or hereafter erected on the property, and all easements, popultenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered

b. this Security Instrument, All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencombered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encoundbrances of record.

IHIS SIF CRITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

familied variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows: t. Payment of Principal and Interest; Prepayment and Late Charges, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2 Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pas to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: tal yearly tax 5, and assessments which may attain priority over this Security I, strument as a lien on the Property; (b) yearly leasehold sayments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; 4. Jearly flood instrance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Line et an 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 on unit a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Vistate Settlement Procedures Act of 1974 as amended from time to time, 12 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 Fonds 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 (prefuding Lender, if Lander is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to has the Escrew 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 Leider to make such a charge. However, Leider may require Borrower to pay a one-time charge for an independent real estate ray reporting service used by Leader 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 part on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing reality and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as

additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of apply able taw. If the amount of the Funds held by Lender it any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing. and, in the course Porrower shall pay to I ender the amount necessary to make up the deficiency. Borrower shall make the definiency 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

3 Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph. I and 2 shall be applied: first, to any prepayment charges due under the Note; second, locamounts 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 2, shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of N 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

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Lender-abordinating the hen to this Security Instrument, If Lender determines that any part of the Property is subject to a her when, may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the hen. 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 resured against loss by fire, hazards included within the term "extended coverage" and any other hazards, and hiding floods or flooding, for which I ender 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 I ender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above I ender may, at I ender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph.

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

amorance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

I aless Londer 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 traperty, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to set to a claim, then, a order may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay soms secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless I ender 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 I and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by

the Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance 23rd 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 stall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, while's Lender otherwise agrees in writing, which consent shall and be increasionably 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 roling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property of 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 Your over acquires fee title to the Property, the leasehold and the fee title shall not merge onless Lender agrees to the merger ir, writing,

7 Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Leader'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

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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 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 parments as a lose reserve in help 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 mannant 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, Leader 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

a signed and shall be paid to I ender.

In the example 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 face marker value of the Property immediately before the taking is equal to or greater than the amount of the sums accurately this security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction (a) the out diamount 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 Borrowe'; or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. For ower fails to respond to Lender within 30 days after the date the notice is given, I ender is authorized to collect and a_{ij}, b_{ij} the proceeds, at its option, either to restoration or repair of the

Property or to the sams 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 portpone 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 institutent granted by Lender to any successor in interest of Borrower shall not operate to release the hability 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 ternand made by the original Borrower or Borros er's successors in interest. The forbearance by Lender in exercising my right or remedy shall not be a waiver of or preclude the exercise of any right or comedy.

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 prostument of paragraph 17. Borrower's covenants and agreements shall be joint and several. An 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 only 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

Instrumen 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

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first class mult 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 surreduction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note that he 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 secored 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 I ender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 to so 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 Pight to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Distrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period in applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) many 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 natice to Borrower. A sale may result in a change in the entity Amown 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 in s.

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

Borrower shall promptly give Lender written notice of any investigation, claim, demaid, I wsuit or other action by any governmental or regulatory agency or private party involving the Property and any Lazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or together y authority that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

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according 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 ascert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence

22. Release, I pon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument to Borrower, Borrower shall pay any recordation costs, Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is

| permitted under applicable law, 23. Waiver of Homestead, Borro | wer waives all right of homestead exer | nption in the Property. | |
|--|--|---|---------------------------|
| with the Security Instrument, the coveramend and supplement the coverants are Security Instrument. Theck applicable be | id agreements of this Security Instru ov(es)1 | ider shall be incorporated in ment as if the rider(s) were a | to and shall part of this |
| Adjustable Reto Pader Crad sated Payment Rider Balloon Rider VA Rider | Condominium Rider Planned Unit Development Rider Rate Improvement Rider Other(s) (specify) | Biweekly Payment Rider Second Home Rider | |
| BY SICNING BELOW, Borrower in trument and in any rider(s) executed by Witnesses: | accepts and agrees to the terms are glips dorrower and recorded with it. | nd covenants contained in the | his Security |
| | Ramen C RAMON PAGAN | Pagan | (Seal) |
| | RAMON PAGAN | | -Borrewer |
| | MACINA MORAL | e Marals | (Seal) |
| | | | |
| | (Seal) | | (Seal) |
| | -Harraner | 0. | -Borrower |
| STATE OF HAINOIS. COOK | C | ownt es: | |
| t the conderdig a constitution pagan, MARTNA I | , a Notary Public in MORALES | and for said county and state | : do hereby |
| name(s) subscribed to the foregoing instru Twy signed and delivered the said ins | iment, appeared before me this day in | | at 🥸 |
| therein set forth. Given under my hand and official sea | al, this / Y' day of A/C | venter 19 | 9.6 U |
| My Commission Expires | Dubluc | Sint to | ည် 2 |
| DEB | ICIAL SEAL BEIE SMITH blic, State of Illinola ssion Expires 5/14/00 | | ∵ |

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1-4 FAMILY RIDER

Assignment of Rents

THIS I 4 FAMILY RIDER is made this 18TH day of NOVEMBER. 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 Borrover's Note to NORTH AMERICAN MORTGAGE COMPANY.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 3944 WEST DIVISION, CHICAGO, IL 60651

Troperty Address'

- 1.4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Leyder 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 stall also constitute the Property covered by the Security Instrument; building materials, appliances and goods of every nature whatsoever now or bereafter located in, on, or used, or intended to be used in connection with the Property, including, you not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, way read and light, fire prevention and extinguishing apparatus, accordy and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrig rators, dishwashers, disposals, washers, dryers, asmings, storm windows, storm doors, screens, blinds, shade contains and curtain rods, attached mirrors, captivets, 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 togetics with the Property described in the Security Instrument for 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. USF 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 Lencer has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and require ments of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any fien 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.

MULTISTATE 1-4 FAMILY BIDER-Fonnie Mae/Freddie Mac Uniform Instrument

Form 3170 3/93

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- 1 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.

ASSIGNMENT OF RENTS: APPOINTMENT OF RECEIVER; LENDER IN POSSESSION Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and rever new ("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's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower to account of default pursuant to paragraph 21 of the SecurityInstrument and (ii) Lender has given profile to the remnt(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes and by Jule assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower. (i) all Rents received by Borrower shall be held by Borrower as trusted for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) I ender 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 I ender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by I ender 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, attorneys' fees, receiver's fees, premiums on receiver's bon 1s, repair and maintenance cos s, it surance 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 additially appointed receiver shall be firstly to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed or take possession of and manage the Property and eolect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Renus 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 expected 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 had not and will not perform any act that would prevent Leider 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 detail 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 detailt or invalidate any other right or remedy of Lender. It is assignment of Rents of the Property shall terminate when all the stims secured by the Security Instrumentare paid in full

1 CROSS-DEFACT T PROVISION. Borrower's default or breach under any note or agreement in which I ender 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 SIONING BELOW. Borrower accepts and agrees to the terms and provisions contained in this F4 Family Rider.

| Damon Jagan | (Seal) | Macino Maci | a Ca (Seal) |
|-------------|----------|----------------|-------------|
| RAMON PAGAN | lorrower | MARINA MORALES | -Borrower |
| | (Seal) | | . (Seal) |
| -1 | Borrower | | -Borrower |

Property of Coot County Clert's Office