

# UNOFFICIAL COPY

96197657

*Prepared by*  
CARLTON MORTGAGE SERVICES, INC.

600 NORTH COURT-SUITE 110  
PALATINE, ILLINOIS 60067

WHEN RECORDED MAIL TO:  
CBI TITLE, INC.  
1221 Wacker Office Square  
Suite 120  
Schaumburg, Illinois 60173

DEPT. OF RECORDING \$39.50  
12777 TRAN 9136 03/14/96 15:07:00  
2202 # 534 # 96-197657  
COOK COUNTY RECORDER

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State of Illinois

11398 5BT-96-022764

## MORTGAGE

FHA Case No.

131:3213730-729

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 22, 1996. The Mortgagor is ROBERT A. JANOWIAK, AN UNMARRIED PERSON, SINGLE NEVER MARRIED.

4626 NORTH KASSON AVENUE, CHICAGO, ILLINOIS 60630  
("Borrower"). This Security Instrument is given to

CARLTON MORTGAGE SERVICES, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 600 NORTH COURT-SUITE 110 PALATINE, ILLINOIS 60067. (Lender). Borrower owes Lender the principal sum of ONE HUNDRED FORTY FOUR THOUSAND NINE HUNDRED (144,990.00) AND 00/100 Dollars (U.S. \$ 144,990.00).

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 MARCH 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; (b) the payment of all other sums, with interest, advanced under paragraph 6 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:

LOT 11 IN BLOCK 4 IN ELSTON AVENUE ADDITION TO IRVING PARK, BEING A SUBDIVISION OF LOT 4 IN COUNTY CLERK'S DIVISION OF LOT 1 AND LOTS 7 TO 15 OF FITCH AND BECOX SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-15-217-022

which has the address of 4626 NORTH KASSON AVENUE, CHICAGO Illinois 60630 (Zip Code) ("Property Address");

(Street, City)

49(1) (9/00) FTA Illinois Mortgage - 4/92  
MIP MORTGAGE FORMS - 8006117201

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First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the amount charge by the Secretary instead of the mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

### 3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

Items (a), (b), and (c).

The Escrow Funds are pledged as additional security for all sums required by this security instrument. If Borrower tenders in Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds in Borrower's account (including any interest earned) to a forwarding address of the Property or its acquisition by Lender. Borrower's account shall be credited with any balance remaining for all installments for Escrow items when due. Lender may notify the Borrower and require Borrower to make up the shortage or deficiency in with the excess funds so required by RESPA. If the amount of funds held by Lender at any time are not sufficient to pay the full amount due by Lender for Escrow items, the amounts determined to be held by RESPA, Lender shall deal with the excess funds as required by RESPA. If the amount of funds held by Lender at any time are not sufficient to pay the full amount due by Lender for Escrow items, the amounts determined to be held by RESPA, Lender shall deal with the excess funds as required by RESPA.

Lender may, at any time, collect and hold amounts for Escrow items in an aggregate amount not to exceed the maximum amount that may be required by Borrower under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time (RESPA), except that the option of escrow provided by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

Lender shall hold and hold amounts for Escrow items in an aggregate amount not to exceed the maximum amount that may be required by Borrower under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time (RESPA), except that the option of escrow provided by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

Lender shall hold and hold amounts for Escrow items in an aggregate amount not to exceed the maximum amount that may be required by Borrower under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time (RESPA), except that the option of escrow provided by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

1. Payment of Principal, Interest and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt covered by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property; (b) leasehold payments or ground rents on the Property; and (c) premiums for coverage of fire and theft and other risks. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender had held the Property, each monthly payment shall also include either (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary; or (ii) a monthly charge instead of a mortgage insurance premium if the Secretary instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary, except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sum paid to Lender are called "Escrow Funds."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. 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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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, representation concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Charge to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, taxes and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

**7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are

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exercise of any right or remedy.

11. Borrower Not Released; Furtherance by Lender in Extinction of Debt. Any foreclosure by Lender in extinction of debt secured by this Security Instrument shall not be a waiver of or preclude the exercise of any right or remedy. Any foreclosure by Lender in extinction of debt secured by this Security Instrument shall not be a waiver of or preclude the exercise of any right or remedy. Any foreclosure by Lender in extinction of debt secured by this Security Instrument shall not be a waiver of or preclude the exercise of any right or remedy.

16. Retraintment. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower, fees and expenses properly assessed with the foreclosure proceedings. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if (a) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (b) reinstatement will preclude foreclosure on different grounds in the future, or (c) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 90 days from the date hereof, Lender may, in its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such insurability. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to fund a mortgage insurance premium to the Secretary.

(d) Regulations of HUD. In any circumstances regulated by the Secretary, the Secretary will limit Lender's rights in the case of payment default to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full but Lender does not require such payment, Lender does not waive its rights with respect to subsequent events.

(b) The Property is not occupied by the purchaser or grantee or his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(a) All or part of the Property, or a beneficial interest in a trust covering all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(h) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults, by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment; or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(g) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment default, require immediate payment in full of all sums secured by this Security Instrument if:

8. Fees. Lender may collect fees and charges authorized by the Secretary.

referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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**12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. 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. 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 address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. 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.

**15. Borrower's Copy.** Borrower shall be given one conformed copy of this Security Instrument.

**16. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower, (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

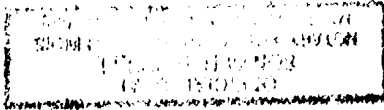
**17. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

**19. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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This instrument was prepared by: ELIZABETH CARSTENS

My Commission Expires: 11-17-98  
(Give under my hand and official seal, this 22ND day of FEBRUARY, 1996)  
I, 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 he subscribed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth.

ROBERT A. JANOWIAK, AN UNMARRIED PERSON

STATE OF ILLINOIS, COUNTY OF COOK, City of Chicago

Witnesses:  
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any riders executed by Borrower and recorded with it.  
Borrower: ROBERT A. JANOWIAK  
Witnesses: (Seal) (Seal)

29. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and provisions of this Security Instrument as if the riders were a part of this Security Instrument.  
[Check appropriate boxes]  
 (Traditional Payment Rider)  
 (Graduated Payment Rider)  
 (Reverse Equity Rider)  
 (Shared Unit Development Rider)  
ADDRESSABLE RATE RIDER  
ASSIGNMENT OF RENTS  
(X) Other (Specify)

20021115

FHA Case No.

131:8213730-729

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **22ND** day of **FEBRUARY**, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to **CARLTON MORTGAGE SERVICES, INC.**

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

**4626 NORTH KASSON AVENUE, CHICAGO, ILLINOIS 60630**

(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:

### INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Date

The interest rate may change on the first day of **JULY**, 1997, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

#### (B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index made available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Lender will give Borrower notice of the new Index.

#### (C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of **TWO AND THREE FOURTHS** percentage points (**2.750** %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

#### (D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate.

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(Space Below This Line Reserved for Acknowledgment)

Borrower (Seal)  Borrower (Seal)	Borrower (Seal)  Borrower (Seal)
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Rate Rider. BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable

the amount for return is made

return any excess payment with interest on demand if the date is otherwise assigned before

excess payment with interest thereon at the rate rate be applied as payment of principal. Lender's obligation to

rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any

has the option to either (i) demand the return to Borrower of any excess payment with interest thereon at the Note

payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower

of the Note decreased, but Lender is not to give timely notice of the decrease and Borrower made any monthly

Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph (b)

calculated in accordance with paragraph (b) of this Rider for any payment due occurring less than 25 days after

(b) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount

date a high occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph

on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment

A new interest rate calculated in accordance with paragraph (c) and (d) of this Rider will become effective

(5) Effective Date of Changes

(6) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The

notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the

date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly

payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change

to monthly payment amount, and (viii) any other information which may be required by law from time to time.

(7) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of

principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date

at the new interest rate through substantially equal payments. In making such calculation, Lender will use the

unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the

Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of

the new monthly payment of principal and interest.

COOK COUNTY



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## ASSIGNMENT OF RENTS

FORM 11928

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,  
ROBERT A. JANOWIAK

in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and deliver unto  
CARLTON MORTGAGE SERVICES, INC.

its successors and/or its assigns, a corporation organized and existing under the laws of the  
THE STATE OF ILLINOIS (hereinafter referred to as the Association) all the rents, issues and profits now now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

SEE ATTACHED RIDER

Commonly Known as 4626 NORTH KASSON AVENUE, CHICAGO, ILLINOIS 60630  
13-15-217-022

It being the intention of the undersigned to hereby establish an absolute transfer and assignment of all such leases and agreements and all the covenants thereunder unto the Association, whether the said leases or agreements may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Association under the power herein granted.

The undersigned do hereby authorize and appoint the said Association their agent for the management of said property, and do hereby authorize the Association to use and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the name of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the Association may do.

It being understood and agreed that the said Janowiak shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Association, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses on the care and management of said premises, including taxes and assessments which may in its judgment be deemed proper and advisable, hereby ratifying and confirming all that said Association may do by virtue hereof. It being further understood and agreed that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by them at a rate per month fixed by the Association, and a failure on their part to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Association may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Association will not exercise any of its rights under this Assignment until after default in the payment of any indebtedness or liability of the undersigned to the Association.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals, this 22ND day of FEBRUARY A.D. 1996

\_\_\_\_\_  
(SEAL) Robert A. Janowiak (SEAL)  
ROBERT A. JANOWIAK  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

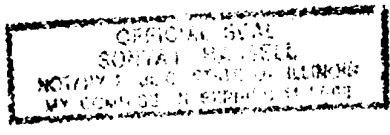
STATE OF ILLINOIS  
COUNTY OF

I, Sonia G. Russell a Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY THAT  
ROBERT A. JANOWIAK, AN UNMARRIED PERSON

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE/SHE signed, sealed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 20 day of February A.D. 1996



\_\_\_\_\_  
Sonia G. Russell  
Notary Public

10197657

# UNOFFICIAL COPY

DP5 031

RECORD AND RETURN TO:  
GARLTON MORTGAGE SERVICES, INC.  
600 NORTH COOKS-SUITE 110  
PALATINE, ILLINOIS 60067

PREPARED BY:  
ELIZABETH CARSTENS  
PALATINE, IL 60067

15-18-237-022

Property of Cook County Clerk's Office

LOT 11 IN BLOCK 4 IN ELSTON AVENUE ADDITION TO IRVING PARK, BEING A  
SUBDIVISION OF LOT 4 IN COUNTY CLERK'S DIVISION OF LOT 1 AND LOTS 2 TO  
15 OF WICH AND BECOX SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 15,  
TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

INDEX - LEGAL DESCRIPTION