This instrument was prepared by Michael D. Lee 132 South Lasalle St., Ste. 4005, Chicago, IL 60603 Please print or type name(s) Pelow signature(s)

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The manured by express ferms.

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TRE ORANTOR covenants and agrees as follows: (1) To pay said indebte interest thereon, gett can not a said note or notes provided.

or according to any agreement extending time of payment; (2) to pay where dr. in each year, all taxes and assessments and approvements on a said bremsets and assessments and the acceptable therefore; (3) within sixty days after destruction or dan are to rebuild or though all buildings or improvements on a said premises that may live does destroyed a family asset to repair do understances that are insured in companies of a conference of the policie of policie of the policie of policies, may procure such inscrements, or the price of the policie of purple, the gamics or the policies of policies of the policie of the policies of the policies of payments, and the interest the come of the policies of the policies of payments, and the interest the control of the policie of the policie of payments, and the policie of the poli



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COOK COUNTY RECORDER

DEPT-10 PENALIY

DEPT-01 RECORDING

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> Address(es) of premises: "1348, South Ellia Avenue, Chicago, Illinoin Permanent Real Batale Index Aun bei (s): . . 20-35-303-098-0000

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see attached legal description

min State of Hilbrois, to-wit: rents, lasues and profits of said prentises, situated in the County of COOK. plumbing apparatus and fixtures, and everything apparational thereto, logether with all

as Trustee, and to bis successons in trust hereinalter named, the following described real estate, with the improvements therein, fire founding, gas, and estate, with the improvements therein.

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THIS INDENTURE WITHESTELL, That GOODG DALKOUE, and

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SECUND MONTGAGE (ILLINOIS) CREAT DRED

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STATE OF TAIL OF TAIL

U CACOTO FITTEINS PRANCE COMIRNY

COMMITMENT FOR TITLE INSURANCE **SCHEDULE A (CONTINUED)**

ORDER NO.: 1401 007592452 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

THE SOUTHERLY 87.50 FRET OF THE NORTH 262.50 FRET OF LOTS 11 TO 24 (TAKIN AS A TRACT) IN BLOCK 1 IN MOORE'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE Droperty of Coot County Clerk's Office THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

RIDER TO THE TRUST DEED DATED MARCH 7, 1996

The covenants and agreements of this rider shall be incorporated into and shall amend and supplement the covenants and agreements of the Trust Deed.

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 unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and domands, subject to any encumbrances of record.

This Rider combines uniform covenants for national use and non-uniform covenants 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. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied; first, to interest due; second, to principal due; and last, to any late charges due under the Note.
- 3. Charges; Liens. Berrewer shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over the Trust Deed and Rider and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender ell notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Lorrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over the Trust Deed and Rider 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 scainst enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender suborrinating the lien to the Trust Deed and Rider. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Trust Deed and Rider, Lender may give Borrower a notice identifying the lien. Borrower snall satisfy the lien or take one or more of the actions set forth above within 10 day, of the giving of notice.

4. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender

requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of less if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums accured by the Title Deed and Rider, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 32 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 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 Title Deed and Rider, immediately prior to the acquisition.

- 5. Occupancy, Frese vation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower's shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on an Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal at begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by the Title Deed and Rider 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 railing that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest.
- 6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in the Title Deed and Rider, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender has 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 the Title Deed and Rider, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. All hough Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Londer under this paragraph 6 shall become additional debt of Borrower secured by the Title Deed and Rider. Unless Borrower and Londer 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 Londer to Borrower requesting payment.

7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Leuder.

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

If the Property is goondoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by the Title Deed and Rider, whether or not then due.

Unless Lender and Borrow's otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due that of the monthly payments referred to in paragraph 1 or change the amount of such payments.

- 9. Borrower Not Released; Forbestance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the stand secured the Title Deed and Rider granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for paymen, or otherwise modify amortization of the sums secured by the Title Deed and Rider by reason of any demand thad by the original Borrower or Borrower's successors in interest. Any forbearance by Londer in exercisiting any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- Successors and Assigns Bound; Joint and Several Liability, Co-eigners. The covenants and agreements of the Title Deed and Rider shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs the Title Deed and Rider but does not execute the Note: (a) is co-signing the Title Deed and Rider only to mortgage, grant and convey that Borrower's interest in the Property under the terms of the Title Deed and Rider; (b) is not personally obligated to pay the sums secured by the Title Deed and Rider; 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 the Title Deed and Rider or the Note without that Borrower's consent.
- 11. Lean 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.

- 12. Notices. Any notice to Borrower provided for in the Title Deed and Rider 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 mall to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in the Title Deed and Rider shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 13. Governing Law; Severability. The Title Deed and Rider 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 the fille Deed and Rider or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Title Deed and Rider or the Note which can be given effect without the conflicting provision. To this end the provisions of the Title Deed and Rider and the Note are declared to be severable.
- 14. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of the Title Deed and Rider.
- 15. 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 (a) sforred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Title Deed and Rider. However, this option shall not be exercised by Lender if exercises in prohibited by federal law as of the date of the Title Deed and Rider.

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 does the notice is delivered or mailed within which Borrower must pay all sums secured by the Title Deed and Rivier. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Title Deed and Rider without further notice or demand on Borrower.

- shall have the right to have enforcement of the Title Deed and Rider discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstate nent) before sale of the Property pursuant to any power of sale contained in the Title Deed and Rider; or (n) endy of a judgment enforcing the Title Deed and Rider. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under the Title Deed and Rider 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 the Title Deed and Rider, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of the Title Deed and Rider, Lender's rights in the Property and Borrower's obligation to pay the sums secured by the Title Deed and Rider shall continue unchanged. Upon reinstatement by Borrower, the Title Deed and Rider 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.
- 17. Saic of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with the Title Occa and Rider) 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 the Title Deed and Rider. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

18. 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 Fazardous 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, demand, lawsuit 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 noticed by any governmental or regulatory 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 18, "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, buic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radiouttive materials. As used in this paragraph 18, "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. Bo rower and Lendor further covenant and agree as follows:

- acceleration following Borrower's breach of any covenant or agreement to the Title Deed and Rider (but not prior to acceleration under paragraph 17 unless applicable law provious subgravise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by the Title Deed and Rider, 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, Lende (e) its option, may require immediate payment in full of all sums secured by the Title Deed and Rider without further demand and may foreclose the Title Deed and Rider by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 20. Release. Upon payment of all sums secured by the Title Deed and Rider, Lender shall release the Title Deed and Rider without charge to Borrower. Borrower shall pay any recordation costs.

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UNOFFICIAL COPY

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

GEORGE PARROTT

Seorge Yarrot

JEARLENE PARROTT

State of Illinois, County of Cook ss. I, the undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

GEORGE PARROTT and JEARLENE PARROTT, his wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposed therein set forth, including the recease and waiver of the right of homestead.

Given under my hate	d and official scal, this	7+h	day of	March	19 96	
Commission expires	OFFICIAL SEAL AGNIES A. M. CORMACKO HICTARY TOBLIC: TATE OF HUNOIS.	_	Line	<u></u>	La ser	pro (
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