

# UNOFFICIAL COPY

PROPERTY OF Clerk's Office

96277985

IS/C/CDTIL/0894/3014(0990)-L PAGE 1 OF 8  
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT FORM 3014 9/90

Illinois 60651 ("Property Address");  
[CITY] Chicago  
[STREET] 1502 N. Tripp Avenue  
which has the address of  
16-03-204-018 ,

PLAT THEREOF RECORDED APRIL 17, 1889, AS DOCUMENT NO. 1087425 IN COOK COUNTY,  
39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE  
LOT 263 IN DAVENPORT SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP  
ILLINOIS.

County, Illinois:  
CONVEY TO LENDER THE FOLLOWING DESCRIBED PROPERTY LOCATED IN COOK  
UNDER THIS SECURITY INSTRUMENT AND THE NOTE. FOR THIS PURPOSE, BORROWER DOES HEREBY MORTGAGE, GRANT AND  
SECURITY OF THIS SECURITY INSTRUMENT; AND (C) THE PARTICULARS OF BORROWER'S COVENANTS AND AGREEMENTS  
OF THE NOTE; (D) THE PAYMENT OF ALL OTHER SUMS, WITH INTEREST, ACCRUED UNDER PARAGRAPH 7 TO PROTECT THE  
REPAYMENT OF THE DEBT EVIDENCED BY THE NOTE, WITH INTEREST, AND ALL RENEWALS, EXTENSIONS AND MODIFICATIONS  
AND PAYABLE ON MARCH 1, 2011. THIS SECURITY INSTRUMENT SECURES TO LENDER: (A) THE  
SECURITY INSTRUMENT ("NOTE"), WHICH PROVIDES FOR MONTHLY PAYMENTS, WITH THE FULL DEBT, IF NOT PAID EARLIER, DUE  
U.S. \$ 89,000.00 . THIS DEBT IS EVIDENCED BY BORROWER'S NOTE DATED THE SAME DATE AS THIS  
NOTE, 100 DOLLARS  
("LENDER"). BORROWER OWES LENDER THE PRINCIPAL SUM OF EIGHTY EIGHT THOUSAND DOLLARS AND

EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA  
4242 N. HARLEM AVE., NORRIDGE, IL 60634  
, WHICH IS ORGANIZED AND  
DOES BUSINESS UNDER THE LAWS OF THE UNITED STATES OF AMERICA  
("BORROWER"). THIS SECURITY INSTRUMENT IS GIVEN TO LASALLE BANK, F.S.B.  
3950

THIS MORTGAGE ("SECURITY INSTRUMENT") IS GIVEN ON FEBRUARY 15, 1996 . THE MORTGAGOR IS  
HENRY HUGHES AND ROBIN L. REED-HUGHES, FKA ROBIN L. REED & ROBIN LACHELLE KEEF,

THIS wife

MORTGAGE  
[Space Above This Line For Recording Data]

AP#

LN# 5028973

1350 E. Touhy Ave. Suite 160  
CORPORATION  
LASALLE HOME MORTGAGE  
DEPT-A RECORDING  
1350 E. Touhy Ave. IL 60018  
Des Plaines, IL 60018  
139,50  
489001 TRAN 2709 02/27/96 13:55:00  
48920 + JH \* -96-1395730  
000K COUNTY RECORDER

AFTER RECORDING MAIL TO:  
48513 + ETC \* -96-2777985  
TA0012 TRAN 0423 04/12/96 13:55:00  
439,00  
DEPT-A RECORDING  
439,00

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

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

THIS SECURITY INSTRUMENT 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 Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in 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 amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds 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 (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for 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 Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender 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 paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 2, the Property is acquired by Lender, Borrower's right to pass to Lender to the extent of the sums secured by this Security instrument immediately prior to the any insurance policies and proceeds resulting from damage to the Property prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not make payment or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

The Property or to collect the insurance proceeds, Lender may use the funds to settle a claim, then Lender may collect the insurance proceeds. Lender has agreed to settle a or does not answer within 30 days a notice from Lender, with any excess paid to Borrower. If Borrower's instrument, whether or not then due, with any excess paid to the sums secured by this Security instrument would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument or lessened. If the restoration or repair is not economic, Lender's security is 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 economic, feasible and Lender's security is not lessened. If the restoration or repair is not economic, Lender or Borrower's 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 may make proof of loss if not made promptly by Borrower.

All insurance policies and renewals shall be accepted as standard unless otherwise provided in the Property in accordance with paragraph 7.

Providing the insurance shall be chosen by Borrower subject to Lender's approval, Lender not be liable for maligned in the amounts and for the periods that Lender requires. The insurance carrier shall be maintained in the amounts and for the periods that Lender requires. This insurance and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance is effected on the Property insured against fire, hazards included within the term "extended coverage".

5. Hazard or Property insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss of fire, hazards included within the term "extended coverage".

Borrower shall promptly discharge any lien which has been placed by the obligee to Lender unless Borrows agrees in writing to the payment secured by the obligation to the giving of notice.

the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

over this Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy instrument. If Lender determines that any part of the Property is subject to a lien which may attach prior to the holder of the lien at agreement satisfactory to Lender subordinating the lien to this Security from the holder of the lien at enforcement of the lien; or (c) secures proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, legal to Lender; (d) consents in good faith the Lender by, or defers against enforcement of the lien in, legal to Lender; (e) agrees in writing to the payment secured by the obligation to the giving of notice.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions arising from the Property which may attach prior to 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 attributable to the Property which may attach prior to this Security instrument, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

Upon payment in full of all sums secured by this Security instrument, Lender shall refund to Borrower any funds held by Lender. If, under paragraph 2, 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.

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**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous

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13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and 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 exceed the permitted limits will be repaid 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. **Succesors and Assigings Bound; Joint and Severe Liability; Co-signers.** The covenants and agreements of this Security instrument shall bind and benefit the successors and assigins of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-signers 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, forfeit or make any accommodations with regard to the terms of this instrument or the Note without their Borrower's consent.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award for settling 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, all its option either to restoration or repayment to the sums secured by this Security Instrument, whether or not then due.

In the event 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 fair market value of the Property immediately before the taking is greater than the amount of the sums secured by this Security instrument of the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall 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 by this Security instrument of the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to Borrower and Lender otherwise agree in writing. The sums secured by this Security instrument shall be applied to the sums secured by the other instruments in the same manner as if this Security instrument had been sold at public auction.

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 convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

Witnesses:

X Henry Hughes

Henry Hughes

(SEAL)

-BORROWER

X Robin L. Reed-Hughes

Robin L. Reed-Hughes

(SEAL)

-BORROWER

X Robin L Reed

FKA/Robin L. Reed

(SEAL)

-BORROWER

X Robin Lachelle Reed

FKA Robin Lachelle Reed

(SEAL)

-BORROWER

(SEAL)

-BORROWER

(SEAL)

-BORROWER

[Space Below This Line For Acknowledgment]

STATE OF Illinois,

COOK.

County ss:

I, Miranda A. Salas, a Notary Public in and for said county and state do hereby certify that Henry Hughes and Robin L. Reed-Hughes, also known as as Robin L. Reed and Robin Lachelle Reed,

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

Given under my hand and official seal, this 15th day of Feb 2016

My commission expires:

"OFFICIAL SEAL"

MIRANDA A. SALAS

Notary Public, State of Illinois

Commission Expired: 09/07/18

Miranda A. Salas

Notary Public

This instrument was prepared by: Lynnie Atkinson

Address: 1350 E. Touhy Ave., Suite 160W  
Des Plaines, IL 60018

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- |  |  |  |  |   |   |  |  |  |                                     |   |
|--|--|--|--|---|---|--|--|--|-------------------------------------|---|
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Impairment Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> HIDA Rider | <input type="checkbox"/> Other(s) [Specify] |
|--|--|--|--|---|---|--|--|--|-------------------------------------|---|

24. **Ridees to this Security Instrument.** All one or more ridees are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such ridee shall be incorporated into this Security Instrument, the covenants and agreements of which shall be part of this Security Instrument. [Check applicable box(es)]

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

22. **Releasee.** Upon payment without charge to Borrower, Borrower shall pay any recording instrument costs. This Security Instrument charged by this Security Instrument, Lender shall release

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Barowner's breach of any covenant or agreement 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 specified in the notice may result in acceleration of the sums secured by this Security Interest, or closure by judicial proceeding and sale of the Property. The notice shall inform Borrower of the right to remanifest after acceleration and the right to assert in the foreclosure proceeding the non-exclusiveness of a default or any other defense of Borrower to accelerate. 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.

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

Borrower shall promptly give Landlord written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower is notified by any government or regulatory authority that any removal or other remediation of any Hazardous Substances or Environmental Law involving the Property and any Borrower actions is necessary or necessary to remediate such substances in accordance with Environmental Law.

Substances that are generally recognized to be inappropriate to normal residential uses and to maintainance

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

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Fens and profits derived from the Property without any showing as to the inadequacy of the Property as security.

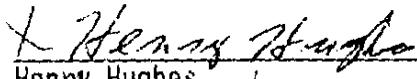
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

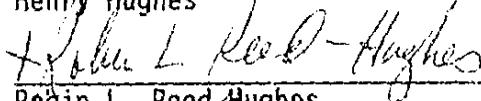
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

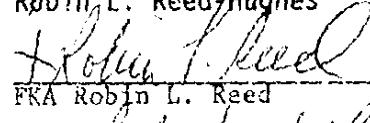
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default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

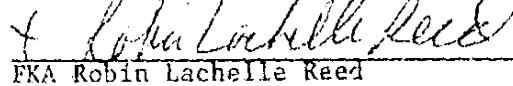
**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained pages 1 and 2 of this 1-4 Family Rider.

  
Henry Hughes (SEAL)  
-BORROWER

  
Robin L. Reed-Hughes (SEAL)  
-BORROWER

  
FKA Robin L. Reed (SEAL)  
-BORROWER

  
FKA Robin Lachelle Reed (SEAL)  
-BORROWER

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# UNOFFICIAL COPY

MULTISTATE 1-4 FAMILY RIDER-FNMA/FHLMC UNIFORM INSTRUMENT FORM 3170 9/90  
IS/C/CRID\*\*//0494/3170(0990)-L PAGE 1 OF 2

9627985

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the property described in the Security Instrument, Borrower and Lender further agree as follows:
- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further agree as follows:
- at [REDACTED] (the "Lender") of the same date and covering the property described in the Security Instrument and located
- THIS 1-4 FAMILY RIDER is made this 15th day of February, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure
- Borrower's Note to Lasalle Bank, F.S.B.
- 1-4 FAMILY RIDER
- ASSIGNMENT OF RENTS
- 1502 N. Tripp Avenue, Chicago, IL 60651
- 1-4 FAMILY RIDER
- LN# 5028973
- AP# HUGHES, H5028973

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the property described in the Security Instrument and located
- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further agree as follows:
- at [REDACTED] (the "Lender") of the same date and covering the property described in the Security Instrument and located
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- 1502 N. Tripp Avenue, Chicago, IL 60651
- 1-4 FAMILY RIDER
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- AP# HUGHES, H5028973

- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien
- inreferred to the Security Instrument to be perfected against the Property without Lender's prior written
- change. Borrower shall comply with all laws, ordinances, regulations and requirements of any
- change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the
- governing body applicable to the Property.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the
- other hazards for which insurance is required by Uniform Covenant 5.
- E. BORROWER'S RIGHT TO REINSTATE; DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first
- sentience 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 and to execute
- 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.