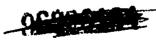
Grapher of by 4 WHEN RECORDED MAIL TO PLATINUM HOME MORTGAGE CORP. 2200 HICKS ROAD, SUITE 101 ROLLING MEADOWS, IL 60008



Prepared by 2040

DEPT-D) RECORDING

127.50

TRAN 2307 01/29/76 14:47:00 4960 f JJ - ※一タみー320135 COOK COURTY RECORDER

ISpace Above This Line For Recording Data) -

FHA Cose No.

131:8273264-729

State of Illinois

MORTGAGE

The Mortgagor is

1996 RAMON C. SANCHEZ, SINGLE NEVER MARRIED; MARIA SOSTENES, DIVORCED NOT SINCE REMARRIED; JULIAN SOTO, SINGLE NEVER MARRIED

4034 1/2 NORTH ASHLAND whose address is

CHICAGO, IL 60613 ("Borrower(s)"). This Security Instrument is given to

PLATINUM HOME MORTGAGE CORPORATION

AN ILLINOIS CORPORATION

which is organized and existing under the , and waose address is 2200 HICKS ROAD, SUITE 101

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED SEVENTY THOUSAND SEVEN HUNDRED laws of THE STATE OF ILLINOIS). This debt is evidenced by Borrower's note dated the same date as this

Security Instrument ("Note"), which provides for monthly payments, which full debt, if not paid earlier, due and payable 2026 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced P by the Note, with interest, and all renewals, extensions and modifications of the Plote; (b) the payment of all other sums, with M on MAY I

interest, advanced under Paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's coverants 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

% LOT 41 AND THE EAST 1/2 OF LOT 42 IN BLOCK 7 IN CONDON'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 14, ტCounty, Plinois:

TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,

IN COOK COUNTY, ILLINOIS.

96220135

P.I.N. 13-14-428-026, VOLUME 337

11.

(State)

which has the address of 3340 WEST CUYLER AVENUE (Stront) CHICAGO

ICRY!

60618

(Zip Codel

("Property Address");

FHA-92116 (6/95) Lasor Forms Inc. (800) 446-3555 LIFT 4FHA92118 7/95

Page 1 of 6

IS at CS MIS initials: _

Programme to the second

人经复数1500mm

TOGETHER WITH all the improvements now of nereaster record in 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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the

2. Monthly payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together debt evidenced by the Note and late charges due under the Note. 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 P-operty, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. 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 still held the Security Instrument, each mountly 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 this Security 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 sums paid to Lender are called "Escrow Funds".

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 for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for chanticipated 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.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall deal with the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage or deficiency as permitted

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrowe's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premise installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Porrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows: items (a), (b), and (c).

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance instead of the monthly mortgage insurance premium; premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

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 Ler der, 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.

JNOFFIC the Property that extinguishes the

In the event of foreclosure of this Security Instrument or other transfer of Indebtedness, all right, title and interest of Bortower 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 gircumstances exist which are beyond Borrower's control. Borrower shall notify Lenders 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, representations 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. Charges to Borrover and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is oved 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 pagments 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,

Any amounts disbursed by Lender under the Paragraph shall become an additional debt of Borrower and be secured by this hazard insurance and other items mentioned in Paragraph 2. Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of

- 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any Lender, shall be immediately due and payable. condemnation or other taking of any part of the Property, or or emveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the independences 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 artic of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess processes over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the (utily legally entitled thereto.
 - 8. Fees. Lender may collect fees and charges authorized by the Secretary.

 - (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, 9. Grounds for Acceleration of Debt. require immediate payment in full of all sums secured by this Security Instrument if
 - Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to
 - Borrower defaults by failing, for a period of thirty days, to perform any other of dentions contained in this or on the due date of the next monthly payment, or
 - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the orior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument (c)
 - All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
 - (ii) The Property is not occupied by the purchaser or grantee as 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
 - (e) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
 - (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, 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.

FHA-92116 (5/95) Laser Forms Inc. (800) 445-3555 LIFT #FHA92118 7/95

Initials: J.S RCS MIS Page 3 of 5

Property of Cottoning Clerk's Office

UNOFFICIAL

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums eligible for insurance under the National Housing Act within secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option

may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage

- 10. Reinstatement. 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. This right applies even after foreclosure proceedings are instituted. 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 under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. 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 reinstalement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure price ding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Release of Forbearance By Lender Not a Walver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrumers. By reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any
- 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 right or remedy. 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 Second; 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 prairument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security transment 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 Londer shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any police provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provide (1), 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 of the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Lote 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 tents 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 (e) each tenam of the Property shall pay all rents due and unpaid to Lender or Lender's

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent agent on Lender's written demand to the tenant.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach Level r from exercising its rights under this Paragraph 16. to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of

G

. . ;

tents shall not cure or waive any default or invalidate any other right or lemedy of lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Listrament 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.

19. Waiver of Homestead. Borrower waives an organization of Homestead.	
Riders to this Sec city Instrument. If one or more riders are executed by Borrower and recorded together with this Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and suppler covenants and agreements of his Security Instrument as if the rider(s) were a part of this Security Instrument. [Check agreewers] Condominium Rider Condominium Rider Other [Specify] ARM RIDER AND 1-4 FAMILY RIDER BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument in any rider(s) executed by Borrower and recorded with it.	ent Rider
Witnesses:	-Bonower
SAMON C. SANCHEZ	(Scal)
MATICE COSTENES	Borrower
MARIA SOSTENES	(Scal)
# Julian Solo	Bonswer
JULIAN SOTO	
	(Scal)
	-Bottowal
[Space Below This Lira For Acknowledgement]	
Const. SS:	
OF ILLINOIS, COOK	ass and state.
STATE OF ILLINOIS, COOK , a Notary Public in and for said countries. A KOWSK. A Notary Public in and for said countries. A Notary Public in and for sa	RCED NOT
a Notary Public in and for said comes. i. Susan E RAKOWSK. i. Susan E RAKOWSK. DAMONG SANCHEZ, SINGLE NEVER MARRIED; MARIA SOSTENES, DIVOR	:
do hereby certify that RAMON C. SANCHEZ, SINGLE NEVER MARRIED SINCE REMARRIED; JULIAN SOTO, SINGLE NEVER MARRIED subscribed to the foregoing instrum ARE subscribed to the foregoing instrument as	ient, appeared
SINCE REMARRIED; JULIAN SOTO, SINGLE TO SUBSCRIBE TO SUBS	J 1312 v
personally known to me to be the same personally that THEY signed and delivered the same personally known to me to be the same personally signed and delivered the same signed and delivered	
before me this day in person, and acknowledged that before me this day in person, and acknowledged that free and voluntary act, for the uses and purposes therein set forth.	
section and this was the section of	
Given under my hand and statement of the control of	1'
C THE PARCIVOR & A //	
A TO A A TO LIMITE THE TANK TO THE TO THE TANK T	
My Commission expires: Notary Public Notary Public Notary Public Notary Public Notary Public	

FHA-92118 (5/95) Laser Forms Inc. (800) 446-3555 LIFT #FHA92116 7/95

Initials: 4.7.5 RCS 11.5 Page 5 of 6



131:8273264-729

ADJUSTABLE RATE RIDER

Loan No. 11-2040

1,

19 96

, and is

day of APRIL 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

PLATINUM HOME MORTGAGE CORPORATION,

AN ILLINOIS CORPORATION

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

3340 WEST CUYLER AVENUE CHICAGO IL 60618

[Proporty 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:

5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date The interest rate may change on the first day of OCTOBER 1 1997

, and on that day of each

succeeding year. "Change Date" means each date on which the interral rate could change.

Beginning with the first Change Date, the interest rate will be based on as 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 figure 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 (18) defined in paragraph 7(B)). Lender will give Borrower notice of the new Index.

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO AND THREE (C) Calculation of Interest Rate Changes 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 5(D) of this seete, this rounded amount will be the new interest rate until the next Change Date.

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 stated in paragraph 2 of this Note.

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.

Page 1 of 2

Initials: J.S. RCS

LIFT #27612 0/91

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 15 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 in monthly payment amount, and (viii) any other information which may be required by law from time to time.

A new interest rate calculated in accordance with paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph 5(F) of this Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph 5(E) of this Note for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph 5(E) of this Note decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the repair 1) Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been started in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of princial Lender's obligation to return any excess payment with interest on demand is not assignable even if this Note is otherwise assigned) efore the demand for return is made.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider. Ox CO04

Monen P. Torolle	(Seal)
RAMON C. SANCHEZ	-Ваномег
MARia Sastanes	(Scal)
MARIA SOSTENES	Borrowm
a Volign Sata	(Scal)
JULIAN SOTO	·Berrower
	(Scal)
TSO	-Воггочу₩

Initials: LTS RCS

Page 2 of 2

UNOFFICIAL COPY 1-4 FAMILY RIDER

LOAN NO. 11-2040

Assignment of Pents

, 19 96.

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 (the "Lender")

PLATINUM HOME MORTGAGE CORPORATION

of the same date and covering the Property described in the Security Instrument and located at:

CHICAGO, IL 60618

Property Address!

1-4 FAMILY COVEN INTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and auree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connectice with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, atoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm de ors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the Laschold estate if the Security Instrument is on a leaschold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property".

- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Bergswer shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written pe mis ion.
- 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, in first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- 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 Initials: vJ.5' R.C.5 assignment for additional security only. Form 3170 9/90

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform Instrument Lasar Forms Inc. (800) 448-3555

LIFT #3170 1/91

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be uld by Borrower as trustee for the fit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender ender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the as, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, grance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and

ofits derived from the Property without any showing as to the madequacy 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 e Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not strument pursuant to Uniform Covenant 7.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain erform any act that would prevent Lender from exercising its rights under this paragraph. he 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 where 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

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest Security instrument are paid in full. 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 in this 1-4, Family Rider.

SAMON C. SANCHEZ	(Scal)
WARD SOSTENES	(Scal)
JULIAN SOLD	(Sent)
760	(Scal)