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Lose 86. 1160851 Instrument Prepared by: GN MORTGAGE CORPORATION

GN MORTGAGE CORPORATION
4000 WEST BROWN DEER ROAD
BROWN DEER\_WISCONSIN\_53309

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TELLER MANAGERS NO AND	ADISAL 65 COM
THIS MORTGAGE ("Security Instrument") is given on The mortgagor is <u>D. N. J. DANCIU AND ADELA DANCI</u>	
the modestin is DV of a DSIGIO WILL WARTH BAILT.	("Borrower"). This Security Instrument is given to
GN MORTGAGE CORPOLACION, A WISCONSIN CORP	
under the laws of WISCONSIN	, and whose address is
6700 FALLBROOK AVENUE SUITE 293, WEST HILLS.	CALIFORNIA 91307 ("Londer"
Horrower owes Lender the principal sum of <u>One Hundred I</u> Dollars (U.S. \$ 152,000,00 ). This do	Tity Two Thousand and 00/100  of is ovidenced by Borrower's note dated the same date as this
of the debt evidenced by the Note, with interest, and all renewal of all other sums, with interest, advanced under paragraph to performance of Borrower's covenants and agreements under Borrower does hereby mortgage, grant and convey to Lendor the	protect the security of this Security Instrument; and (c) the instrument and the Note. For this purpose, stall assing described property located in units, falsois:
OF THAT PART OF THE WEST HALF (1/2) OF THE EAS OF THE NORTHEAST QUARTER (1/4) (EXCEPT THE EA THEREOF) OF SECTION 13, TOWNSHIP 40 NORTH, RA THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF WAY OF THE NORTH WESTERN ELEVATED RAILROA	T HALF (1/2) ST 33 FEET NGE 13, EAST OF THE RIGHT OF D COMPANY, IN COOK
OF THAT PART OF THE WEST HALF (1/2) OF THE EAS OF THE NORTHEAST QUARTER (1/4) (EXCEPT THE EA	T HALF (1/2) ST 33 FEET NGE 13, EAST OF THE RIGHT OF D COMPANY, IN COOK
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OF THAT PART OF THE WEST HALF (1/2) OF THE EAS OF THE NORTHEAST QUARTER (1/4) (EXCEPT THE EASTHEREOF) OF SECTION 13, TOWNSHIP 40 NORTH, RATHE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF WAY OF THE NORTH WESTERN ELEVATED RAILROA COUNTY, ILLINOIS.  PIN 13-13-222-002-0000  which has the address of	T HALF (1/2) ST 33 FEET NGE 13, EAST OF THE RIGHT OF D COMPANY, IN COOK
OF THAT PART OF THE WEST HALF (1/2) OF THE EAS OF THE NORTHEAST QUARTER (1/4) (EXCEPT THE EASTHEREOF) OF SECTION 13, TOWNSHIP 40 NORTH, RATHE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF WAY OF THE NORTH WESTERN ELEVATED RAILROACOUNTY, ILLINOIS.  PIN 13-13-222-002-0000	THALF (1/2) ST 33 FRET NGE 13, EAST OF THE RIGHT OF D COMPANY, IN COOK  CHICAGO

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all assements, 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".

BOIROWER COVENANTS that florrower is lawfully seised of the extate hereby convoyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Bostower warrants and will defend generally the title to the Property against all claims and domands, 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 Londer covenant and agree as follows:

- 1. Payment of Principal and Interest; Propayment and Late Charges. Horrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any propayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Londor, Borrower shall pay to Londor on the day mouthly payments are the under the Note, until the Note is paid in full, a sum ("Funda") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a flen on the Property; (b) yearly leasehold payments or ground recas on the Property, if any; (c) yearly Insurance property insurance premiums; (d) yearly flood insurance premiums, if any; (e) rearly mortgage insurance premiums, if any; and (l) any sums payable by Herrower to Londer, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. Those items are called "Escrew Items." Londer may, it any time, collect and hold Funda in an amount not to exceed the maximum amount a londer for a federally related mortgage loan may require for Horrower's escrew account under the federal Real Estate Settlement Procedures Act of 1974 as accorded from time to time, 12 U.S.C. Section 2001 et seq. ("RESPA"), unless another law that applies to the Funda sets no court amount. If so, Londer may, at any time, collect and hold Funda 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 Escrew Isams or otherwise in accordance with applicable law.

The funds shall be hold in an institution whose deposits are insured by a federal agency, instrumentality, or entity (meloding Lender, if Lender is such an institution) or in my dederal flome Loan Hank. Lender shall apply the Punds to pay the Escrow Items. Lender may not charge florrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays for rower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require flor ower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this ton, unless applicable law provides atherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay florrower any interest or carnings on the Funds. Horrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to florrower, 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 pleaged as additional security for all sums secured by this Security Instrument.

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

Upon payment in full of all sums secticed by this Security Instrument, Lender shall promptly refund to Berrower any Funds held by Lender. If, under paragraph 21, Londer shall acquire or sell the Property, Londer, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Londer 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.
- 4. Chargest Lieus. Horrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

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agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property 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 renowals shall be acceptable to Londer 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 provide as and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss 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 of 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 same secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower shandons the Property, or these 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 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree it writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to its earngraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, in recover's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Londer to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 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 de rower's principal residence for at least one year after the date of occupancy, unless Londor otherwise agrees in writing which consent shall not be unreasonably withhold, or unless extenuating circumstances exist which are beyond Borrower's con rol. 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 localer's good faith judgment could result in forteiture of the Property or otherwise materially impair the lien created by this Security Instrument or Londer's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a ruling that, in Londor's good faith determination, procludes forfeiters of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument in Lander's security interest. Borrower shall also be in default if Herrower, during the loan application process, gave materially faire or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connectors, 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 sequires fee title to the Property, the lessohold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Leitder's Rights in the Property. If Horrowor fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Londer's rights in the Property (such as a proceeding in backruptcy, probate, for condomnation or forfeiture or to enforce have or regulations), then Londer may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Londer'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 Londer may take action under this paragraph 7, Lender does not have to do so.

Any amounts disturred by Lender under this paragraph 7 shall become additional debt of Horrower secured by this

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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 Londer required mortgage insurance as a condition of making the loan secured by this Security Instrument, Horrower 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 cosmos to be in offect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance is not available, Borrower shall pay to Lender each month a sum equal to the yearly mortgage insurance promium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and ratain 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 period 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 offect, 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. Lorder or its agent may make reasonable entries upon and inspections of the Property. Londer shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 16. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking or may part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be educed by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured 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. 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, unless Borrower and Lender, wherevise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is shandoned by Borrower, or if, after notice by Lender 1: norrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 1.1 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 this Security Instrument, whether or not then due.

Unless Lender and Borrower etherwise 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.

- 11. Borrower Not Released; Forbesenace By Lender Not a Walver. Extension of the time for payment or modification of amortization of the same 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 successors in interest. Lender shall not be required to commonce proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the objinal 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 right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

	13. Loun Charges.	If the loan secured by	this Security	Instrument is subject to	a law which	sets maximum	lone
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charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lember. Any notice to Lender shall be given by first class mail to 1, index's address stated begoin or any other address Lender designates by notice to Borrower. Any notice provided to: in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Laws Severability. This Security instrument shall be governed by federal law and the law of the jurisduction in which the respecty is located. In the event that any provision or clause of this Security Instrument or the Note conticts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given affect 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, Derrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrowelf all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Itorrower is sold or transferred and Borrower is not a natural person) without Londer's prior written consent. Londer may at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option she not be exercised by Londer if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give florrower 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 florrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these whose 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 mosts 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 remaintement) before sale of the Property paramete to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Horrower: (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 atterneys' face; and (d) takes such action as Londer may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the expectly and Horrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon release ment by Borrower, this Security Instrument and the obligations secured hereby shall remain fully affective as if no receivration find occurred. However, this right to remastate shall not apply in the case of accoleration under paragraph 17.
- 19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (logener with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a classific 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. Horrower shall not cause or permit the presence, uso, disposal, storage, or release of any Hazardous Substances on or in the Property. Horrower 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 Hazardeus Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Horrower 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 Hazardona Substance or Environmental Law of which Horrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardona Substance affecting the Property is necessary. Recrower shall

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hat any removal or r	other remediation of any Hazard	ous Substance affecting the Property is accountry. Becrower si	la l
wa or which hotto.	vor nas actual knowledge. H D	ortower learns, of is notitied by say governments or regulator	ry

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promptly take all necessary remedial actions in accordance with Unvironmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosone, other flammable or toxic petroleum products, toxic periodes and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to florrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specifyt (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 Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to relustate after exceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of horrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its ordion may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Londer shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 23. Waiver of Homestead. Regresser waives all right of homestead exemption in the Property.
- 24. Riders to this Security Instrument if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and superments of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))	$\tau_{\sim}$	
Adjustable Rate Rider	Concominum Rider	X 1-4 Family Rider
Graduated Paymont Rider	Planned Uni, Development Rider	Biweekly Payment Rider
Halloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]	9	
BY SIGNING BELOW, Borrower necep	ets and agrees to the terms and covenints corraine	din his Security Instrument
and in any rider(s) executed by Borrower and re	evorded with it.	
Witnesses	Temp /	Quein
William Chille	DANIEL DANCITI	-Borrower
	Ask &	Seal (Seal
	ADELA DANCIU	-Horrowet
		(Sca)
		-Horrowes
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		-Borrower

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William Color

Space	Below This Line For Acknowledgment)
STATE OF ILLINOIS,COOK	County ss:
Terractionty services or the near the number betweentax	Whose name(s) is/are subscribed to the foregoing instrument, appeared tall he/she/they sugged and delivered the said instrument as their
My Commission expires:	2711 day of APRIL, 1996  (B) Llittle
8100/98	theory trolls
This instrument was prepared by: GN MORTGAGE CORPORATION 6700 FALLBROOK AVENUE SUITE 293 WEST HILLS, CALIFORNIA 91307	OFFICIAL SEAL BARBARA TUTTLE NOTARY PUBLIC, STATE OF ILLINOIS NY COMMISSION EXPIRES (IB)/20/DB
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Property of Cook County Clark's Office

Charles (186)

Loan No. 2160851

#### 1-4 FAMILY RIDER

**Assignment of Rents** 

THIS 1-4 FAMILY RIDER is made this 12TH day of APRIL, 1996
and is incorporated into and shall be deemed to smend and supplement the Mortgage, Deed of Trust or Scenrity Deed (the
"Security Instrument") of the same date given by the unitersigned (the "Borrower") to secure Horrower's Note in
GN MORTGAGE CORPORATION, A WISCONSIN CORPORATION (the "Londer")
of the same date and covering the Property described in the Security Instrument and Incated at:
2551 W. WILSON AVENUE, CHICAGO, ILLINOIS 69625.
(Proprint Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Londor hotter, covenant and agree as follows:

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENTA 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 whatsoner new or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, thuse for the purposes of supplying or distribution in sading, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control a paratus, plumbing, both tubs, water heaters, water closets, sinks, ranges, stoves, refrigorators, dishwashers, disposals, washers, dryors, awnings, storm windows, storm doors, sercens, blinds, shades, curtains, and curtain rods, attached micrors, cabinots, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including equicoments and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument is on a lesschold) 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, unloss Londer has agreed in writing to the change. Horrower shall comply with all laws, ordinances, regulations and requirements of any governmental landy applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, florr away shall not allow any fion inferior to the Security Instrument to be perfected against the Property without Londor's prior written permassion.
- D. RENT LOSS INSURANCE. Horrower shall maintain insurance against the 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 Londor and Horrower otherwise agree in witing the first sentence in Uniform Covenant 6 concerning Horrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in offect.
- G. ASSIGNMENT OF LEASES. Upon Londor's request, Borrower shall assign to Londor all lower of the Property and all security deposits made in connection with lesses of the Property. Upon the assignment, Londor shall have the right to medify, extend or terminate the existing lesses and to execute new leases, in Londor'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. Borrows 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 psyable. 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 Bents 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.

MULTISTATE 1-4 FAMILY RIDER - Fannie Mac/Freddle Mac Uniform Instrument GFS Form G000814

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Property of Cook County Clark's Office

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 agent 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 Rents 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 say funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Coverant 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 Londer from exercising its rights under this paragraph.

Lender, or Lender's agont 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 a sky time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Londer. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument of paid in full.

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

BY SIGNING BELOW, Horrower accepts and agrees to the terms and provisions contained in this 1-4 Pamily Rider.

San Daun	(Scal)
DANGEL OLICHI- Dein co	Housenes
ADELA DANCIU	hansar (Segi)
	Bunner (Seal)

Property of Cook County Clerk's Office

W. R. Carlin