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2005/0315 11:00:1997-10-14 14:35:48
Cook County Recorder 35.50

WHEN RECORDED MAIL TO:

1st FEDERAL OF WESTCHESTER
2121 S. MANNHEIM RD.
WESTCHESTER, IL 60154

(Space Above This Line For Recording Data)

This Mortgage prepared by: EDWARD A. MATUGA, ATTORNEY AT LAW
2121 S. MANNHEIM ROAD
WESTCHESTER, IL 60154

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 1, 1997. The mortgagor is LILIA GUILLEN, DIVORCED NOT SINCE REMARRIED ("Borrower"). This Security Instrument is given to 1st FEDERAL SAVINGS & LOAN ASSOCIATION OF WESTCHESTER, which is organized and existing under the laws of the United States of America and whose address is 2121 S. MANNHEIM RD, WESTCHESTER, IL 60154-4391 ("Lender"). Borrower owes Lender the principal sum of Ninety Five Thousand & 00/100 Dollars (U.S. \$95,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier due and payable on October 1, 2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 38 AND LOT 39 IN BLOCK 105 IN MELROSE, A SUBDIVISION OF LOTS 3 TO 5 IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 3 AND ALL OF SECTION 10, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILROAD, GALENA DIVISION IN TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AMERICAN TITLE Order # 1113363

which has the address of 114 N. 18TH AVENUE, MELROSE PARK, Illinois 60160-3833 ("Property Address") and the Real Property Tax Identification Number of 15-10-106-043-0000;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,

ILLINOIS-Single Family
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90
(page 1 of 6 pages)

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Borrower shall promptly discharche any lien which has priority over this Security instrument unless Borrower
particly furnis to Lender receipts evidencing the paymerts.

Borrower shall pay them on time direclly to the person owed payment. Borrower shall promptly furnish to Lender
all notices of summits to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall
any. Borrower shall pay these obligatins in the manner provided in paragraph Z, or if not paid in that manner,
the Propety which may attain priority over this Security instrument, and leseshold paymets of ground rents, if
appurtenances, and fixtures now or hereafter a part of the property. All replacement s and additons shall also be
covred by this Security instrument. All of the foregoing is referred to in this Security instrument as the
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to
mortgage, grant and convey the Propetry and that the title to the Property against all claims and demands,
record. Borrower will defend generally the title to the Propety against all claims and demands,
lmented variations by jurisdiction to constitute a uniform security instrument covering real property.
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
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
under the Note due principal of and interest on the debt evidenced by the Note and any prepayment and late charges due
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 paymets are due under the Note, until the Note is paid in full, a sum
(Funds) for taxes and assessements which may strain priority over this Security instrument as a lien
on the Propety; (c) yearly flood insurance premiums, if any; (d) yearly mortgage insurance
premiums, if any; and (e) sums payable by Borrower to Lender, in accordance with the provisions of
paragaph 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 to pay Borrower's escrow account under the federal Real Estate
Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA").
unless another law that applies to the Funds sets a lesser amount. If so, 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 who's depositories 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
annually analyzing the Escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the
Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds,
unless applying the Escrow items. Lender may make up the difference between Lender's expenses and the interest
which each debet to the Funds was made. The Funds are pledged as security for all sums secured by
Borrower at any time is not sufficient to pay the Escrow items when due, Lender may notify
Funds held by Lender for the excess Funds in accordance with the requirements of applicable law, if the amount of the
discretion. Borrower shall make up the deficiency in no more than twelve months, at Lender's sole
deficiency. Funds held by Lender shall be applied first, to any prepayment charges due under the Note; second, to
any Funds held by Lender. If, under paragraph Z, Lender shall acquire or sell the Propety, 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.

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 principal due; fourth, to interest; (e) principal due; and last, to any late charges
amounts payable under paragraph Z, third, to interest; (e) principal due; and last, to any late charges
due under the Note.

4. Charges; Leins. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to
the Propety which may attain priority over this Security instrument, and leseshold paymets of ground rents, if
any. Borrower shall pay these obligatins in the manner provided in paragraph Z, or if not paid in that manner,
the Propety which may attain priority over this Security instrument, and leseshold paymets of ground rents, if
any. Borrower shall pay these obligatins in the manner provided in paragraph Z, or if not paid in that manner,
the Propety which may attain priority over this Security instrument, and leseshold paymets of ground rents, if
any. Borrower shall pay these obligatins in the manner provided in paragraph Z, or if not paid in that manner,

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(a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends 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 renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of 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 if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

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8. Mortgage Insurance. If Lender required mortgage insurance of making the loan secured by this Security instrument, Borrower shall pay the premium required to obtain coverage equivalent to the mortgage insurance previously paid by Lender or ceases to be in effect. Borrower shall pay the premium required to obtain coverage equivalent to the mortgage insurance previously paid by Lender or ceases to be in effect. In any reason, the mortgage insurance required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage equivalent to the mortgage insurance previously paid by Lender or ceases to be in effect. If a cost subsistantially equivalent to the mortgage insurance previously paid by Lender, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously paid by Lender, is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance previously paid by Lender. If a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously paid by Lender, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously paid by Lender, is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance previously paid by Lender. In any reason, the mortgage insurance required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage equivalent to the mortgage insurance previously paid by Lender or ceases to be in effect. In any reason, the mortgage insurance required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage equivalent to the mortgage insurance previously paid by Lender or ceases to be in effect. If a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously paid by Lender, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously paid by Lender, is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance previously paid by Lender. If a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously paid by Lender, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously paid by Lender, is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance previously paid by Lender. In any reason, the mortgage insurance required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage equivalent to the mortgage insurance previously paid by Lender or ceases to be in effect. In any reason, the mortgage insurance required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage equivalent to the mortgage insurance previously paid by Lender or ceases to be in effect.

9. Inspection. Lender or its agent may make reasonable entries upon and inspect any part of the Property in the event of a total taking of the Property, or for conveyance in lieu of condemnation, or for condemnation, or for taking of any award of damages, or for claim for damages, or for any other taking of any part of the Property. 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, the amount of the sums secured by the Property immediately before the taking, unless otherwise agreed by the parties in writing or unless otherwise provided in this Agreement, 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 total amount of the sums secured by the Property, the amount of the Property immediately before the taking, shall be paid to Borrower, or if, after notice by Lender to Borrower, Borrower is unable to make an award or settle a claim for damages, fails to respond to Lender within 30 days after the date of notice is given, Lender is authorized to collect and claim for damages, Borrower's liability for the sums secured by the Property in the event of a partial taking, shall not be limited to the liability of the original Borrower's successor, or it, Lender or Borrower, either to restoration or repair of the Property or to payment of otherwise modified amortization of the sums secured by this Security instrument, or to any other right or remedy.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of any part of the Property, or for condemnation, 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, whether or not the taking of the Property is by condemnation, shall be applied to the sums secured by the Property in the event of a total taking of the Property, or for condemnation, or for any other taking of any part of the Property. 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 total amount of the sums secured by the Property, the amount of the Property immediately before the taking, shall be paid to Borrower, or if, after notice by Lender to Borrower, Borrower is unable to make an award or settle a claim for damages, fails to respond to Lender within 30 days after the date of notice is given, Lender is authorized to collect and claim for damages, Borrower's liability for the sums secured by the Property in the event of a partial taking, shall not be limited to the liability of the original Borrower's successor, or it, Lender or Borrower, either to restoration or repair of the Property or to payment of otherwise modified amortization of the sums secured by the Property, or to any other right or remedy.

11. Borrower Not Released; Forbearance By Lender. Extension of the time for payment of principal or interest of any kind or nature due from Borrower to Lender under Note A, Waiver. Extension of the time for payment of principal or interest of any kind or nature due from Borrower to Lender under Note B, Co-signers, Successors and Assigns. Several Liability, Co-signers, Successors and Assigns. 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. Lender or to the sums secured by the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not repair of the Property or to payment of otherwise modified amortization of the sums secured by this Security instrument, or to any other right or remedy.

13. Lien on Charges. If the loan secured by this Security instrument is subject to a law which sets maximum amounts which exceed to the terms of this Security instrument or the Note without the knowledge of the Borrower, Lender may reduce the charge to the loan so interpreted so that the interest of other loans charged shall be reduced to the amount necessary to reduce the charge to the loan. In the event that law is finally interpreted to be in effect, Lender may choose to make this reduced amount necessary to reduce the permitted limit, and (b) any such loan charge shall be reduced to the amount of the charge collected in connection with the loan, interest or other loan charges collected or to be collected by Lender, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the loan, interest or other loan charges, and (d) any such loan charge shall be reduced by the amount necessary to reduce the charge to the loan, interest or other loan charges.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces by reducing the principal owed under the Note or by making a direct payment to Borrower, Lender may choose to make this reduced amount necessary to reduce the charge to the loan so interpreted so that the interest of other loans charged shall be reduced to the amount necessary to reduce the charge to the loan, interest or other loan charges.

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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 Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, either flammable or toxic petroleum products, toxic pesticides 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 Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration

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LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.24 (c) 1997 CFI ProServices, Inc. All rights reserved.
Fixed Rate, Installment.

My commission expires _____

Notary Public in and for the State of _____

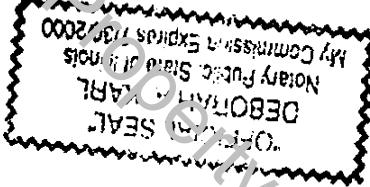
By _____

Residing at _____

Given under my hand and official seal this 15 day of October, 1992.

Purposes herein mentioned.

SINCERE MARRIED, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes herein mentioned.



(ss)

STATE OF Illinois _____
COUNTY OF Cook _____

INDIVIDUAL ACKNOWLEDGMENT

LILIA GUILLEN-Borror (Seal)

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Condominium Rider
- Family Rider
- Graduated Payment Rider
- Interest Only Rider
- balloon Rider
- Biweekly Payment Rider
- Standard Development Rider
- Standard Home Rider
- Other(s) [Specify] _____

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

23. Waiver of Homeeade. Borrower waives all right of homestead exemption in the property. Security instrument. Lender may charge Borrower a fee for releasing this Security Instrument, Lender shall release this Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this instrument provided by this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of title evidence. Before the date specified in this notice, Lender at its option may require immediate payment in full of all a default or any other delinquence of Borrower to acceleration and foreclosure. If the default is not cured or right to reinstate after acceleration and the right to assess in the foreclosure proceeding the non-existence of the foreclosed by judicial proceeding and sale of the property. The notice shall further inform Borrower of the specified in the notice may result in acceleration of the sums secured by this Security Instrument, Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date action required to cure the default must be cured; (c) a date, not less than 30 days from the date the notice is given to the notice provides otherwise, or otherwise. The notice shall specify: (a) the default; (b) the date

under paragraph 17 unless otherwise law provides otherwise); The notice shall specify: (a) the default; (b) the date action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to the notice provides otherwise, or otherwise. The notice shall specify: (a) the default; (b) the date

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(Continued)

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 1st day of October, 1997, 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 1st FEDERAL SAVINGS & LOAN ASSOCIATION OF WESTCHESTER (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

114 N. 18TH AVENUE, MELROSE PARK, Illinois 60160-3833

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree 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 connection 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, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, 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 leasehold estate if the Security Instrument is on a leasehold) 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, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

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 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

UNOFFICIAL COPY

LILIA GUILLEN-Borrower
(Seal)

Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family

remedies permitted by the Security Instrument.

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under the Security Instrument and Lender may invoke any of the

remedies available under the Security Instrument. This assignment of Rents of Lender shall not affect the security interest of Lender, or Lender's agents or judicially appointed receiver shall not take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender or Lender's agent shall not cure or waive any default or invalidation of other right of remedy of Lender. Any application of Rents of Lender shall terminate when all the sums secured by the Security Instrument are paid in full.

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.

Borrower to Lender securing the Rents any funds expended by Lender for such purposes shall become indebtedness of Lender of collecting the costs of taking control of and managing the Property.

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 be deducted from the Rents of the Property as security.

And management of the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

Those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of the Property, assessments and other charges on the Property, and then to the sums secured by the Security

Damages, taxes, fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance limited to attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, including, but not

applicable first to the costs of taking control of and managing the Property and collecting the Rents, unless applicable law provides otherwise, all Rents collected by Lender or Lender's agent shall be demand to the

Property shall pay all Rents due and unpaid to Lender or Lender's agent on Lender's demand to the benefit of Lender only, to be applied to the Rents of the Property; (iii) Borrower agrees that each tenant of the

dwelling far benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall

assignment for additional security only.

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

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