

UNOFFICIAL COPY #7803567

A TRACT OF LAND (FORMERLY A PART OF AN ALLEY NOW VACATED) IN HINMAN ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS LYING EAST OF AND ADJOINING LOT 1 AND THE NORTH 8 FEET OF LOT 2 IN BLOCK 9 IN HINMAN ADDITION AFORESAID, SOUTH OF THE NORTH LINE OF SAID LOT 1 EXTENDED EAST TO THE EAST LINE OF SAID SUBDIVISION, NORTH OF THE SOUTH LINE OF THE NORTH 8 FEET OF SAID LOT 2 EXTENDED EAST TO THE EAST LINE OF SAID SUBDIVISION AND WEST OF THE SAID EAST LINE IN COOK COUNTY, ILLINOIS. ALSO, THE EAST 42 FEET OF LOT 1 AND THE EAST 42 FEET OF THE NORTH 8 FEET OF LOT 2 IN BLOCK 9 IN HINMAN ADDITION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

TAX 11 10 11 116 - 003

Property of Cook County Clerk's Office

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations. Its purpose is to constitute a uniform security instrument covering real property.

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

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Fund") for the yearly taxes and assessments which may attach prior to, over the Security Instrument as a lien on the Property, (b) yearly household payment, or ground rent, on the Property, if any, (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any, (e) yearly mortgage insurance premiums, if any, and (f) any sums payable by Borrower to Lender or to a lien holder with the proceeds of paragraph 8, in lieu of the payment of mortgage insurance premiums. The sum so designated "Escrow Item." Lender may, at any time, collect and hold Fund in an amount not to exceed the amount accounted for by Lender for a federal or state mortgage loan may require for Borrower's escrow account under the Federal "Escrow Settlement Procedure Act of 1974" amended from time to time, 12 U.S.C. Section 2601 et seq. "RESPA," and any other law that applies to the Fund, or to the amount held by Lender may, at any time, collect and hold Fund in an amount not to exceed the lesser amount. Lender may estimate the amount of Fund due on the basis of current law and reasonable estimates of expenditure of future Escrow Item, or otherwise in accordance with applicable law.

The Fund shall be held in an institution whose deposit are insured by a federal agency, instrumentality, or entity including Lender, if Lender, (such an institution) or in any Federal Home Loan Bank. Lender shall apply the Fund to pay the Escrow Item. Lender may not charge Borrower for holding and applying the Fund, annually analyzing the escrow account, or verifying the Escrow Item, unless Lender pays Borrower interest on the Fund, and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent audit or to a reporting agency used by Lender in connection with this loan, unless applicable law provides otherwise. Under an agreement made or applicable law requires, interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Fund. Borrower and Lender may agree in writing, however, that interest shall be paid on the Fund. Lender shall give to Borrower, without charge, an annual accounting of the Fund, showing rights and debts to the Fund, and the purpose for which each deposit to the Fund was made. The Fund are pledged in addition to any other liens secured by the Security Instrument.

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

Upon payment in full of all sums owed by the Security Instrument, Lender shall promptly refund to Borrower any Fund held by Lender. If under paragraph 2, Lender shall acquire or all the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Fund held by Lender at the time of acquisition or sale as a credit against the sums owed by the Security Instrument.

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

4. **Charges, Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, which may attach prior to, over the Security Instrument, and household payment, or ground rent, if any. Borrower shall pay the obligation 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 receipt evidencing the payment.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by or defend 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

Signature: *[Handwritten Signature]*

Lender subordinating the lien to the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the 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 in any Event caused by fire, hazard included within the term "extended coverage" and any other hazards, including flood or flooding, for which Lender requires an insurer. This insurance shall be maintained in the amount and for the period 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 a receipt of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier or 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 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 satisfaction of the 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 refused 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 any claims due by the 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 payment. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by the 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 the 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 for sale, encumbrance, or other transaction which are beyond Borrower's control. Borrower shall not let, let, lease, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be held liable for tortious action or proceeding, whether civil or criminal, begun that in Lender's good faith judgment would result in forfeiture of the Property or otherwise materially impair the lien created by the Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by bringing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, probable forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by the Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gives materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan application by the Note, including, but not limited to, representation 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 right in the Property. Lender's action may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's 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 amount disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the

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if an alternate mortgage insurance policy is substantially equivalent to the mortgage insurance previously in effect, or if a substantially equivalent policy is available to Borrower from an alternate mortgage insurer approved by Lender. If a substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to be in effect. Lender will accept, and return the premium as a credit against, the mortgage insurance. Lender's acceptance 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 effect, or to provide a loss reserve, until the requirement for mortgage insurance ends or according to any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for 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 reduced by the amount of the proceeds, multiplied by the following fraction: (A) the total amount of the sums secured immediately before the taking, divided by (B) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not then due, as follows:

If the Property is damaged by Borrower or if, after notice by Lender to Borrower that the condemnation offers to make an award on either a claim for damage, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for 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 successors 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 Instrument by reason of any forbearance 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 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 provision 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. Loan Charges. If the law secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is fully interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then, on any such loan, charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and any sum already collected from Borrower which exceeded permitted limit, will be refunded to Borrower. Lender may choose to make the 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 Lender. Any notice to Lender shall be given by

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to the Lender or 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 provisions of this Security Instrument or the Note conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which may 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 conforming 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 therein is sold or transferred or a beneficial interest in Borrower is sold or transferred and Borrower is not a grantor hereon, without Lender's prior written consent Lender may, at its option, require immediate payment in full of all amounts due by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or the law of the State of the 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 may repay all amounts secured by the Security Instrument. If Borrower fails to pay the amount prior to the expiration of this period Lender may make a non-judicial foreclosure of the Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower makes a cure on its own, Borrower shall have the right to have its obligations under the Security Instrument reinstated if, on or before prior to the earlier of (a) 5 days prior to each other period of applicable law or (b) prior to commencement of the Property pursuant to any power of sale contained in the Security Instrument or the entry of a judgment enforcing the Security Instrument. These conditions are that Borrower (a) pay Lender all amounts which then would be due under the Security Instrument and the Note as if no acceleration had occurred; (b) cure any default of any other covenants or agreements; (c) pay all expenses incurred in enforcing the Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) take such action as Lender may reasonably require to secure the lien of the Security Instrument. Lender's rights in the Property and Borrower's obligation to pay the amounts secured by the Security Instrument shall continue unchanged. Upon reinstatement by Borrower, the 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 the 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 use or permit the use, on, in, over, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not 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 inappropriate 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 Substances 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 action 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, other 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 under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date

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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 reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, 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 attorney fees and cost of title evidence.

22 Release Upon payment of all sums secured by this Security Instrument Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay all recording cost.

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

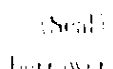
24 Riders to this Security Instrument If one or more riders are executed by Borrower and recorded together with this Security Instrument, the terms and agreements of each such rider shall be incorporated into and shall amend and supplement the terms and agreements of this Security Instrument as if the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

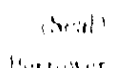
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|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Condo/Co-Op Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Other (Specify): | |

BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders thereto executed by Borrower and recorded with it.

WITNESSETH

 (Seal)
 SHARON C. ROBBINS Borrower

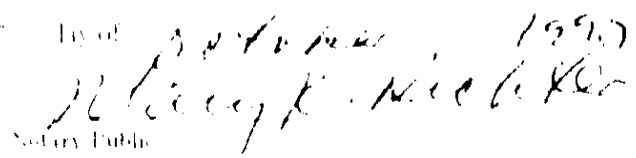
 (Seal)
 Borrower

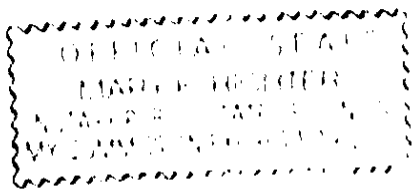
 (Seal)
 Borrower

STATE OF ILLINOIS Cook County ss:

I, MARLYN E. KUCIURAK a Notary Public in and for said county and state do hereby certify that SHARON C. ROBBINS

person(s) known to me to be the same person(s) who executed and subscribed to the foregoing instrument appeared before me this 17th day of June, 1997 and acknowledged that said signature and filing of the said instrument is his/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of June, 1997

 My Commission Expires _____
 Notary Public



1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 27th 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 PNC MORTGAGE CORP. OF AMERICA, AN OHIO CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at 1516 GROVE STREET, EVANSTON, ILLINOIS 60201

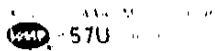
Property Address

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

MULTISTATE 1-4 FAMILY RIDER-Fannie Mae/Freddin Mac Uniform Instrument

Form 3170 3/93



PNC MORTGAGE CORP. 1900021 1293

Initials:

LENDER'S #: 09 24 63285



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 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 4.

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 to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenants that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower, (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only to be applied to the sums secured by the Security Instrument, (ii) Lender shall be entitled to collect and receive all of the Rents of the Property, (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant, (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' 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, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

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

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

of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

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

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

SHARON L. ROLLINGS

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

Property of Cook County Clerk's Office